

OIL INDIA LIMITED
RAJASTHAN FIELD
JODHPUR

AMENDMENT No. 2 Dated 25.05.2023
To TENDER No. GEM/2023/B/3380419

This amendment against Tender No. GEM/2023/B/3380419 is issued as under:

1.0 Revised Tender Document as under has been uploaded in the GeM portal. Bidders to refer the same and submit their bids accordingly.

2.0 Replies to Pre-bid queries have also been uploaded on GeM portal for the reference of the bidders.

3.0 Revised Price Bid format (Proforma-B, Proforma-B1 and Proforma-B2 have been attached in this document. Bidders to ensure that they utilize the revised price bid format attached herewith and submit their price bids on the GeM portal as instructed in the tender documents.

4.0 All other terms & Conditions remain unchanged.



**Contract & Purchase Department
(Rajasthan Field)**

2A, District Shopping Centre, Saraswati Nagar,
Basni, Jodhpur-342005, Rajasthan, India.

Phone-0291-2729472, Fax: 0291-2727050

E-mails: bhavik_mody@oilindia.in;
erp_mm@oilindia.in

DATE: 24.05.2023

GEM AVAILABILITY REFERENCE:
GEM/GARPTS/24042023/UVW2MOL6XN79

Sub: Tender No. GEM/2023/B/3380419 Hiring of services for Comprehensive Operation and Maintenance of OIL's 54 MW Wind Power Plant at Dangri, Jaisalmer for a period of 10 (ten) years from the date of takeover of plant as O&M Service Provider along with Restoration of all defective WTGs and associated equipment.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier OIL Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Rajasthan Field of Oil India Limited (OIL), is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. OIL has also strategically diversified into Renewable Energy Business and O&M activities. The Field Office of OIL at Jodhpur is well connected by Road, Rail & Air.

2.0 In connection with its field office being located at Jodhpur, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through GeM portal for **Hiring of services for Comprehensive Operation and Maintenance of OIL's 54 MW Wind Power Plant at Dangri, Jaisalmer for a period of 10 (ten) years from the date of takeover of plant as O&M Service Provider along with Restoration of all defective WTGs and associated equipment.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's GeM portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through GeM portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

IFB No./ Tender No.	GEM/2023/B/3380419
a. Type of IFB.	Single Stage Two Bid System
b. Bid Closing Date & Time.	As mentioned on GeM portal
c. Bid(Technical) Opening Date & Time	As mentioned on GeM portal
d. Priced Bid Opening Date & Time.	Will be intimated to the eligible Bidders nearer the time.
e. Bid Submission Mode.	Bid to be uploaded on-line in GeM portal.
f. Bid Opening Place.	Office of the GM-C&P, Oil India Ltd., 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India.
g. Bid Validity.	120 days from bid Closing date.

h. EMD/ Bid Security Value	INR 54,94,200.00
i. EMD/ Bid Security validity	150 days from the bid closing date
j. Amount of Performance Security.	Performance security shall be applicable as under against this contract: i) FOR RESTORATION : 10% of cost of restoration quoted by the contractor. ii) FOR O&M : 10% of annualized contract value of O&M services.
k. Duration of the Contract	10 Years from the date of taking over of the plant
l. Quantum of Liquidated Damage for Default in Timely Mobilisation.	Refer clause No. 30.0 of General Conditions of Contract (Part-3, Section-I)
m. Bids to be addressed to.	GM-C&P, Oil India Ltd., 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India
n. Pre-bid meeting date and time	04.05.2023 at 12 Noon OIL House, Jodhpur
o. Last date for submission of pre-bid queries	03.05.2023 at 17:30 PM

3.0 Pre-Bid Conference: A pre-bid conference to explain Company's exact requirements and to reply queries of Bidders, if any, on the tender stipulations will be held on 04.05.2023 at 12:00 hrs (IST) in OIL's Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005, Rajasthan, India. Maximum of two representatives of each bidder will be allowed to attend the pre-bid conference on producing authorization letter. Bidders interested to attend the Pre-Bid Conference should intimate General Manager (C&P), Oil India Limited, Jodhpur latest by 03.05.2023 up to 17:30 Hrs (IST). All pre-bid queries should be submitted to the dealing officer over email (bhavik_mody@oilindia.in) latest by 03.05.2023 up to 17:30 Hrs (IST). Only those queries received within the cut-off period shall be discussed and replied to during pre-bid meeting.

4.0 Integrity Pact: The Integrity Pact must be uploaded in GeM portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who signs the Bid.

5.0 GUIDELINES FOR PARTICIPATING IN GeM PORTAL:

5.1 Bids are to be submitted through GeM Portal. Vendors must use their GeM Seller ID and Password for participation in the tender. Vendors who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - <https://gem.gov.in/>.

5.2 Vendors may also refer to the Seller Help Document for participating in the tender which is uploaded under „For Vendors << GeM Tender“ in OIL's Website. The URL for the same is provided below for ready reference:

<https://www.oil-india.com/pdf/Custom%20bid%20seller%20end.pdf>.

6.0 QUERIES/CLARIFICATIONS ON THE TENDER:

6.1 The prospective Bidders shall submit their queries/clarifications against the tender through E-mail addressed to General Manager (C&P), OIL INDIA LTD., Rajasthan

Project, 2A, District Shopping Centre, Saraswati Nagar, Jodhpur-342005, Rajasthan, India and such queries must reach OIL's Rajasthan Field office at Jodhpur latest by 03.05.2023 up to 17:30 Hrs (IST). OIL shall provide clarifications on the date of pre-bid conference to only those queries received within this date. Replies will also be uploaded in GeM portal. Queries / Clarifications against the tender received beyond 03.05.2023 will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office.

7.0 **IMPORTANT NOTES:**

7.1 Bidders shall take note of the following important points while participating in GeM portal:

- i) The bid along with all supporting documents must be submitted through GeM portal only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "BID AGAINST TENDER NO. GEM/2023/B/3380419" and addressed to GM (C&P), OIL INDIA LTD., Rajasthan Field, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan (India):
 - a) Printed catalogue and Literature, if called for in the tender.
 - b) Power of Attorney for signing the bid.
 - c) Original Bid Security
 - d) Any other document required to be submitted in original as per tender requirement.

The above documents must be received at OIL's GM- (C&P)'s office at Jodhpur on or before the Bid Closing date and time failing which the bid shall be rejected.

ii) Bid should be submitted on-line in GEM portal before the bid closing date and time as mentioned in the tender document and will be opened on the same day at the bid opening time mentioned in the tender document at the office of the GM (C&P) in presence of the authorized representatives of the Bidders.

iii) The bidders must enter an all-inclusive price (including GST) against the "OFFER PRICE" field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, shall have to be uploaded under **Financial Document indicating Price Breakup on GeM portal.**

Note: The breakup of the quoted / offered price, as per the prescribed Price Bid Format **MUST NOT** be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.

iv) Bidders are advised to go through GeM GTC and uploaded bid documents thoroughly before creation of their bids. Bidders may contact the following in case of any query:

a. Mr. Bhavik Haresh Mody, Sr. Manager (Contracts & Purchase)

E-mail: bhavik_mody@oilindia.in

8.0 Amendments to the NIT after its issue will be published on GEM portal and OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on GEM Portal OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.

9.0 If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3 (three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders to categorically fill up undertaking as per format provided vide Annexure-X and submit the same along with their bid.

10.0 The order of precedence of the documents in this tender document is as under:

- i) Bid Evaluation Criteria
- ii) Scope of Work / Special Conditions of Contract / Schedule of Rates
- iii) General Conditions of Contract
- iv) Instruction to Bidders
- v) GeM Terms and Conditions

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

Thanking you,

Yours faithfully,

OIL INDIA LIMITED

(Bhavik Mody)

Sr. Manager (C&P)

For General Manager (C&P)

For Executive Director (RF)

PART - 1

INSTRUCTIONS TO BIDDERS

- 1.0 **Eligibility of the bidder:** The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.1 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.0 **Bid Documents:** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) Tender Forwarding Letter
 - b) Instructions to Bidders, (Part-1)
 - c) Bid Evaluation Criteria, (Part-2)
 - d) General Conditions of Contract, (Part-3)
 - e) Scope of Work, (Part-4)
 - f) Technical Parameters, (Part-5),
 - g) Special Conditions of Contract for Restoration work, (Part-6)
 - h) Special Conditions of Contract for O&M, (Part-7)
 - i) List of Items (Equipment, Tools, Accessories, Spares & consumable) to be imported in connection with execution of the contract showing CIF value (Proforma-A)
 - j) Price Bid Format, (Proforma-B)
 - k) Bid Form, (Proforma-C)
 - l) Statement of Compliance, (Proforma-D)
 - m) Bid Security Format, (Proforma-E)
 - n) Performance Security Form, (Proforma-F)
 - o) Sample Agreement Form (Proforma-G)
 - p) Proforma of Letter of Authority (Proforma-H)
 - q) Authorisation for Attending Bid Opening (Proforma-I)
 - r) Integrity Pact (Proforma -J)
 - s) Proforma of Bank Guarantee towards PP-LC (Proforma -L)
 - t) Purchase preference policy-linked with Local Content (PP - LC) (Proforma -M)
 - u) Certificate of Compliance of Financial Criteria (Proforma -N)
 - v) Proforma of Bank Guarantee towards Ultimate Parent/Supporting Company (Proforma -P)
 - w) General HSE Guidelines (Appendix-A)
 - x) Procedure for obtaining Labour Licence (Appendix-B)
 - y) Undertaking regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India (Appendix-C)
 - z) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company (Attachment – I)
 - aa) Parent Company/Subsidiary Company Guarantee (Attachment – II)
 - bb) Format of Agreement between Bidder and Sister Subsidiary/Co-subsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary / Co-Subsidiary (Attachment –III)
 - cc) Corporate Guarantee (Attachment-IV)
 - dd) Undertaking of authenticity of information/documents submitted (Annexure-X)

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.2 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 3.0 **Transferability of bid documents:**
- 3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.
- 3.2 Unsolicited bids will not be considered and will be rejected straightway.
- 4.0 **Amendment of bid documents:**
- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in GEM Portal. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the GEM portal for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.
- 5.0 **Preparation of Bids**
- 5.1 **Language of Bids:** The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 **Bidder's/Agent's Name & address:** Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.
- 5.3 **Documents comprising the bid:** Bids are invited in GEM portal shall comprise of the following components:
- (A) Technical Bid (to be uploaded in "Technical Attachments" tab)
- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 9.0.

- c) Original Bid Security.
- d) Copy of Bid-Form without indicating prices in Proforma-C.
- e) Statement of Compliance as per Proforma-D.
- f) Copy of Priced Bid without indicating prices (Proforma-B).
- g) Integrity Pact digitally signed by OIL's competent personnel as Proforma-J.
- h) All other relevant Undertakings and Proformas as applicable as part of Bid.

Note: Please note that, no price should be mentioned in the "Technical Attachments" tab.

(B) Price Bid (to be uploaded in "Financial Documents" tab)

Bidder shall quote their prices in the following Proforma available in GeM portal in the "Notes & Attachments" Tab:

- a) Price-Bid Format as per Proforma-B
- b) Bid Form as per Proforma-C
- c) Breakup of Local Content and Import Content as per Proforma-A

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

- 6.0 **Bid Form:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.
- 7.0 **Bid Price:**
 - 7.1 Prices must be quoted by the Bidders online as per the price bid format available in GEM Portal under "Financial Document". Prices must be quoted by the bidders as per the Price/Bidding format.
 - 7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
 - 7.3 All duties and taxes (including GST) including Corporate Income Tax, Personal Tax, etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the quoted GST in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.
- 8.0 **Currencies of bid and payment:** Bidders must submit their bids in Indian Rupees only and shall receive payment in the same.
- 9.0 **Documents establishing bidder's eligibility and qualifications:** These are listed in BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 10.0 **BID SECURITY:**
 - 10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 10.10.

- 10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the “Forwarding Letter” and shall be in DD/FDR (account OIL INDIA LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/ Bank Guarantee (BG) in OIL's prescribed format as enclosed with the NIT vide Proforma-E or an irrevocable Letter of Credit (L/C) from any of the following Banks –
- (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 bidder, or
 - (b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, 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.
- 10.3 Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable.
- 10.4 The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.
- 10.5 Any bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive.
- 10.6 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 10.7 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of the Tender.
- 10.8 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Performance Security clause below is furnished.
- 10.9 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.10 The Bid Security may be forfeited:
- i) If the bidder withdraws the bid within its original/extended validity.
 - ii) If the bidder modifies/revises their bid suo-moto.
 - iii) If the bidder does not accept the order/contract.
 - iv) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.

- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 10.11 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years or as deemed fit as per the prevailing Banning Policy of the Company (OIL).
- 10.12 The scanned copy of the original Bid Security submitted in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical bid on the GeM portal. The original Bid Security shall be submitted by bidder to the office of GM-C&P, Oil India Ltd., Jodhpur-342005 in a sealed envelope before the Bid Closing date and time.
- 10.13 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 10.14 The Bank Guarantee issuing bank branch must ensure the following:
- The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
- “MT 760 / MT 760 COV for issuance of bank guarantee.
- “MT 760 / MT 767 COV for amendment of bank guarantee.
- [Tender Number should reflect in the SFMS text under “MT 760 / MT 760 COV]
- The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur – 342003.
- 10.15 In case the contractor wishes to submit Bid security through NEFT/RTGS/Electronic Fund Transfer, the same is to be deposited in OIL’s bank account mentioned hereunder:
- Bank Name & Location : State Bank of India, Jodhpur
Account No. : 00000010827354741
IFSC Code : SBIN0000659
Account Type : Current Account
- Note:** If the bid security is submitted through NEFT or RTGS mode, details such as UTR No., Tender No., Bidder’s name & Deposited Amount etc. must be uploaded with the Unpriced Techno-Commercial Bid documents.
- 11.0 **EXEMPTION FROM SUBMISSION OF BID SECURITY:**
- 11.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 11.2 Micro or Small Enterprises (MSE) bidders are exempted from submitting Bid Security. Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM

ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

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

i. Udyam Registration Number (URN) with Udyam Registration Certificate (URC)

- 11.4 In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman 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.

12.0 **PERIOD OF VALIDITY OF BIDS:**

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

- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 **SIGNING & SUBMISSION OF BID:**

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

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

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

13.4 **Submission of Bid:**

The tender is processed on GEM portal. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through GEM portal within the Bid Closing Date & Time stipulated in the GeM tender. Vendors must use their GeM Seller ID and Password for participation in the tender. Vendors who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - <https://gem.gov.in/>. Vendors may also refer to the Seller Help Document for participating in the tender which is uploaded under „For Vendors << GeM Tender“ in OIL“s Website. The URL for the same is provided below for ready reference:

<https://www.oil-india.com/pdf/Custom%20bid%20seller%20end.pdf>

No price should be given in the technical bid, otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM-C&P, Oil India Ltd., Rajasthan Field, OIL House, 2A, District Shopping Centre, Saraswatinagar, Basni, Jodhpur-342005, India before the scheduled bid closing date and time:Original Bid Security

- a) Original Bid security
- b) Printed catalogue and literature if called for in the bid document.
- c) Any other document required to be submitted in original as per bid document requirement.

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

13.4.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.

13.4.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

13.4.3 Bids received through the GeM portal shall only be accepted. Bids received in any other form shall not be accepted.

14.0 **INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:** The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

15.0 **DEADLINE FOR SUBMISSION OF BIDS:**

15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

15.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the GeM portal shall decide the submission deadline.

15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address mentioned above on or before the scheduled Bid Closing Date and time. Timely delivery of the same is the responsibility of the Bidders.

16.0 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after

the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL as per the Banning Policy of OIL.

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

19.0 BID OPENING AND EVALUATION:

19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Bid" will be opened.

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

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

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

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

- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 20.0 **OPENING OF PRICED BIDS:**
- 20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.
- 21.0 **CONVERSION TO SINGLE CURRENCY:** Not applicable.
- 22.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Document.
- 22.1 **DISCOUNTS / REBATES:**
- 22.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 22.1.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

- 22.2 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.
- 22.3 **EXCHANGE RATE RISK:** Not applicable.
- 22.4 **REPATRIATION OF RUPEE COST:** Not Applicable.
- 23.0 **CONTACTING THE COMPANY:**
- 23.1 Except as otherwise provided in Clause 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 19.5.
- 23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.
- 24.0 **AWARD OF CONTRACT**
- 24.1 **AWARD CRITERIA:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 25.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidder of the grounds for Company's action.
- 26.0 **NOTIFICATION OF AWARD:**
- 26.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder through GeM portal that its Bid has been accepted.
- 26.2 The notification of award will constitute the award of contract through GeM portal only.
- 27.0 **PERFORMANCE SECURITY:** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 30 days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-F 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 from 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.
- 27.1 Performance security as mentioned in Introduction to Services, Clause 2.0, point (j) of table, is applicable against this contract. The Performance Bank Guarantee shall be denominated in INR.
- 27.2 The Performance Bank Guarantee (as per Proforma-F) shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

- 27.3 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.

- 27.4 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.

- 27.5 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's office.

- 27.6 The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

(a) "MT 760 / MT 760 COV for issuance of bank guarantee

(b) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003".

- 27.7 In case the contractor wishes to submit Performance security through NEFT/RTGS/Electronic Fund Transfer, the same is to be deposited in OIL's bank account mentioned hereunder:

Bank Name & Location : State Bank of India, Jodhpur

Account No. : 00000010827354741

IFSC Code : SBIN0000659

Account Type : Current Account

- 27.8 The Performance Security for Restoration part of the contract must be valid for 15 (fifteen) months from the date of commissioning of the last WTG. The Restoration Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract Restoration period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

The Performance Security for O&M period should be valid for 15 months from the date of completion of mobilization. This performance security must be renewed for one year on expiry of the same. The renewal must be submitted atleast 1 (one) month before the expiry date of the O&M PBG failing which OIL reserves the right to invoke the O&M Performance Security. On renewal for the final year, the O&M performance security has to be valid for atleast 3 (months) from the date of expiry of contract. The O&M Performance Security will be discharged by Company not later than 30 days following its expiry. 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.

- 27.9 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 of the Contractor. Company shall not be required to

proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

27.10 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and debarment of the bidder for a period of two years automatically without conducting any enquiry.

27.11 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.

28.0 **SIGNING OF CONTRACT:**

28.1 The contract shall be awarded through GeM portal only. All bid documents uploaded on GeM portal shall constitute the contract as per the GeM portal format.

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

28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default as per the Banning Policy of OIL.

(Signing of the Contract may be done at the place of award in presence of both parties).

29.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:** If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be banned for a period of 3 (three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.

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

31.0 **MOBILISATION ADVANCE PAYMENT:**

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

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

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

32.0 INTEGRITY PACT:

32.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma-J of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the GeM portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the GeM portal will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

32.2 OIL has appointed the following persons as Independent External Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

1. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com
2. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA
E-mail IDs: rpawar61@hotmail.com
ramphal.pawar@ips.gov.in
3. Shri Om Prakash Singh, IPS (Retd.);
E-mail: ops2020@rediffmail.com

33.0 LOCAL CONDITIONS:

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

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

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

- 35.0 **VENDOR REGISTRATION ON GOVERNMENT E-MARKETPLACE (GEM):** Reference to OM No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure, Ministry of Finance, it shall be mandatory for sellers providing goods and services to Central Government Organizations to be registered on GeM and obtain a unique GeM seller ID at the time of placement of order/contract.
- 36.0 General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.
- 37.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.
- 38.0 The User Manual provided on the GeM portal on the procedure How to create Response for submitting offer may be referred for guidance.
- 39.0 **Document Verification:** Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulflloyds.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv-nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com

ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com
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- 39.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.
- 39.2 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.
- 39.3 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:
- 39.3.1 Oil India Limited will incorporate a relevant clause in the tender along with the list of empanelled inspection agencies where document verification pertaining to BEC/BRC of the tender is required. The prospective bidder will contact any of the empanelled inspection agencies against such tender. When prospective bidders approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. The inspection Agency shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. A copy of the Inspection Certificate shall be directly sent to the Concerned Tendering officer of OIL INDIA LIMITED, mentioned in the respective tender.

39.4 Verification of documents are normally categorised as under:

i) General Requirement:

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company – last three years (minimum)
- Check Bidder's Certificate of Incorporation – Domestic Bidder.

ii) Additional Documents : (If applicable against the tender)

- Joint Ventures Agreements – To Double-check with JV Partners
- Consortium Agreements – To Double-check with Consortium Partners
- Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern

iii) Technical Criteria

- Experience Proof –To check Original Work Order as per BEC /criteria
- To check Company Name
- To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too)
- To check the Execution period
- To Check the Completion Certificates – Letter of Appreciations of proper Execution
- Reference contact verification and true copy verification
- Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies

iv) Financial Criteria

- Check Audited Balance Sheet – Turnover as per BEC along with the bidder's compliance with respect to the following clause:

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

- Check Net-Worth – as per BEC
- Check Notarization validity
- Check original audited Balance Sheet with scan copies.
- To check the Line of Credit, if incorporated in the tender.

40.0 **Procurement from Countries sharing Land Border with India** : Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable. Bidders must submit duly sealed & signed undertaking as per format provided vide Appendix-C along with the technical bid.

- 40.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 40.2 Validity of Registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 40.3 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 40.4 "Bidder from a country which shares a land border with India "for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 40.5 The beneficial owner for the purpose of (iii) above will be as under:
- 40.5.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation:
- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;
- 40.5.2 In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.
- 40.5.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- 40.5.4 Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 40.5.5 In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 40.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 40.7 The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 41.0 **PURCHASE PREFERENCE FOR MICRO & SMALL ENTERPRISE:** 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.
- 41.1 The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:
- i. Udyam Registration Number (URN) with Udyam Registration Certificate(URC)
- 41.2 In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman 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.
- 41.3 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.
- 41.4 Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.
- 41.5 In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.
- 41.6 Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.

- 41.7 Provisions such as seeking support from another company by way of submission of JV/ consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In that case all the members of the Consortium including the leader of the Consortium should be the eligible MSEs. Further, in case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE.
- 42.0 **PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) PP-LC:**
Purchase Preference linked with Local Content will be applicable as per latest Govt. Guidelines as mentioned in Proforma-M. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.
- 43.0 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.
- 44.0 **Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform**
- 44.1 Based on the initiatives of Govt. of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS platform as a buyer.
- i) MSE vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting charges, Interest on financing, or any other charges known by any name shall be borne by MSE vendor.
- ii) MSE vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable law on a full indemnity basis.
- iii) OIL shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information) whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

NOTE:

- i) Buyer means OIL who has placed Purchase order / Contract on a MSE vendor (Seller).

ii) Seller means MSE Vendor who has been awarded Purchase order / Contract by OIL (Buyer).

45.0 The order of precedence of the documents in this tender document is as under:

- i) Bid Evaluation Criteria
- ii) Scope of Work / Special Conditions of Contract / Schedule of Rates
- iii) General Conditions of Contract
- iv) Instruction to Bidders
- v) GeM Terms and Conditions

END OF PART - 1

PART - 2 : Bid Evaluation Criteria			
Clause No.	Clause	Confirmation / Compliance	Reference in terms of Page no., Annexure etc. of bidder's offer
	<p>General Conformity: The Bid shall conform generally to the specifications and terms and conditions including the scope of work/services detailed in the Tender/bidding document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications/scope of work/terms of reference. Notwithstanding the general conformity of the bid to the stipulated specifications/terms, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.</p>	<p>Yes No</p>	
1.0	<u>TECHNICAL EVALUATION CRITERIA</u>		
1.1	<p>Bidder can be any proprietorship firms, partnership firms, private limited companies, Public limited companies including PSUs, Consortium or incorporated Joint Venture (JV) meeting the Bid Evaluation Criteria as mentioned below.</p> <p>ii) The Bidder must be incorporated in India and must maintain minimum 20% local content for the offered services. With regard to calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase Preference Policy (Linked with Local Content), notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG and any amendment thereof, shall be applicable.</p> <p>iii) If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.</p> <p>iv) Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</p> <p>(a) Without specifying the unit rates and bid amount in the technical bid, the bidder must provide the exact percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.</p> <p>(b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid, stating that the bidder meets the</p>	<p>Yes No</p>	

	<p>minimum LC requirement (above 20%) and such undertaking shall become a part of the contract, if awarded (Format enclosed).</p> <p>(c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the exact percentage of local content.</p> <p>(d) Bidder to submit a copy of their Certificate of Incorporation in India, except for Proprietary/Partnership firms who have to submit Registration certificate.</p> <p>(e) Bids without the categoric mention of percentage of LC and undertakings as per the clause (b) & (c) and certificate as per (d) will be rejected.</p>		
1.2	The bidder should be in the business of Operation & Maintenance of Wind Energy Power Plants (WEPPs) having Wind Electric Generators of 2 MW or above rating in India.	Yes No	
1.3	The bidder must have successfully executed contract for O&M of capacity 27MW or above Wind Energy Power Plants (WEPPs) comprising of Wind Electric Generators having minimum capacity of 2 MW each, in India for minimum 2 years in the last 7 years as on the original bid closing date.	Yes No	
1.4	<p>Bidder should submit documentary evidence to this effect in the form of copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of the following documents (indicating respective contract numbers and types of services), such as,</p> <p>Qualification:</p> <ul style="list-style-type: none"> - Duly attested copies of contracts or work orders (clearly indicating Scope of work) along with any one of the below mentioned documents: - Satisfactory completion/ performance report/certificate. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> - Proof of release of performance security after completion of the contract. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> - Proof of settlement /release of final payment against the contract. <p>Documentary evidence conforming their experience as above must be submitted along with the technical bid, failing which the offer will be rejected.</p>	Yes No	
1.5	Annual average Machine Availability (MA) of 95% or above should be achieved in the Wind Energy Power Plant (WEPP) as mentioned in point 1.3 for continuously 2 Years in the last 7 years as on bid closing date. Bidder to submit Certified Machine Availability Document by Concerned Generator as a supporting document.	Yes No	

1.6	<p>a) The bidder must have valid memorandum of understating (MoU) or Agreement or License with American Superconductor (AMSC) for sharing information, technology, proprietary items/IP spares and supply, software requirements etc. as on bid closing date.</p> <p>b) This MoU/Agreement/License/ email/declaration from AMSC shall not be older than 1 month as on the original bid closing date of the tender.</p>	<p>Yes No</p>	
1.7	<p>The Bidder must have at least one office in India which is operational for the last three years or more (relevant document to be provided) as on the original bid closing date of the tender. Registration Certificate/Lease Deed of Property/Certificate of Owner/any other relevant document certifying the address of Indian office and its duration to be submitted along with the bid.</p>	<p>Yes No</p>	
1.8	<p>If the bidder is executing similar contract which is still running and the contract quantity executed prior to original date of bid closing / submission is equal to or more than the value and experience mentioned in para 1.3 above, such experience will also be taken into consideration, provided that bidder has submitted satisfactory service execution certificate issued by the employer.</p>	<p>Yes No</p>	
1.9	<p>The bidder or his group company or subsidiary or joint venture (JV) or consortium, already providing the service of O&M of WEPP having WEGs of 2 MW or above to OIL, must have annual average Machine Availability of 95% or above in all plants of OIL at least for 2 years in the last 7 years as on the original bid closing date.</p>	<p>Yes No</p>	
1.10	<p>Bidding Through Incorporated Joint Venture:</p> <p>1.10.1 In case, the Bidder is an Indian joint venture Company, then the JV company should meet the experience criteria as per clause no. 1.3 above.</p> <p>1.10.2 Also, in case the Indian Joint Venture Company (incorporated JV) does not meet the minimum experience criteria as per clause no. 1.3 above, they may also submit the bid on the strength of Joint Venture Partner. However, Joint Venture Partner at its own shall meet the laid down experience criteria and not based on experience of other firm(s). Also, the Indian joint venture company (incorporated JV) must meet the financial criteria under Clause No. 2.1 and 2.2 below. Additionally, all the joint venture members shall individually meet the Financial criteria mentioned in sub-para 2.2 below.</p> <p>1.10.3 Indian bidders quoting based on joint venture, shall submit a Memorandum of Association (MOA) with their joint venture partner clearly indicating their roles and responsibilities under the scope of work, which shall also be addressed to OIL and remain valid and binding throughout the contract period, including extension if any.</p> <p>NOTE: In case the contract is awarded based on the bid submitted as per Clause 1.10.2 above, in order to meet the commitment from the Joint Venture partner - all key personnel</p>	<p>Yes No</p>	

	<p>above shall be from the pay roll of the Joint Venture partner for the full duration of the contract.</p> <p>1.10.4 The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas partners/members, the MOU / Agreement should be notarised / endorsed by Indian Embassy.</p>		
1.11	<p>Bidder as a Consortium: In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain minimum 20% local content as mentioned above. The following requirements must be satisfied by the Bidder:</p> <p>The leader of the Consortium must submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person and certified by the competent authority of the respective organization of the consortium members and notarized, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium and also authorize the leader for signing and submission bid on their behalf. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the “Scope of Work” of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium.</p> <p>(a) Only the Leader of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.</p> <p>(b) The Bid Security & Performance security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members.</p> <p>(c) The leader of the Consortium on behalf of the Consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the Consortium members.</p> <p>(d) Any correspondence exchanged with the leader of consortium shall be binding on</p>	<p>Yes No</p>	

	<p>all the consortium members.</p> <p>(e) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.</p> <p>(f) In case of Consortium bids, the bid shall be digitally signed by the authorized representative of the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid offer.</p> <p>(g) Documents/details pertaining to qualification of the BIDDER must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.</p> <p>(h) Constitution of Consortium: If during evaluation of bid, a consortium leader proposes any alterations/ changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.</p> <p>(i) Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severely.</p> <p>(j) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal / Subsidiary / Co-subsidiary / Sister subsidiary will be rejected.</p> <p>(k) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.</p> <p>(l) The consortium partners should satisfy the experience criteria as per Clause 1.3 above in their respective domain.</p> <p>(m) The MOU / Agreement should be legally valid i.e., it should be on a non-judicial stamp paper and notarized.</p>		
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	(n) Borrowing support from parent/supporting company by individual consortium members is not allowed to meet the technical as well as financial evaluation criteria.		
1.12	<p>Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company: Offers of those bidders who themselves do not meet experience criteria as stipulated in clause 1.3 above can also be considered provided the bidder is a 100% subsidiary company of the parent company (Supporting Company) which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its 100% subsidiary company (Supporting Company). However, the parent/subsidiary company (Supporting Company) of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide Attachment-I, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide Attachment-II, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.</p>	Yes No	
1.13	<p>Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company: Offers of those bidders who themselves do not meet the technical experience criteria stipulated in clause 1.3 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:</p> <p>(a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both directly owned 100% subsidiaries of an ultimate parent/holding company.</p> <p>(b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in clause 1.3 above and not through any other arrangement like technical collaboration etc.</p> <p>(c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide Attachment-III, between them, their ultimate parent/holding company, along with the technical bid.</p> <p>(d) In the situations mentioned in clauses 1.12 and 1.13, following conditions are required to be fulfilled/documents to be submitted:</p> <p>i) Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed at Proforma-P), equivalent to 50% of the value of the Performance</p>	Yes No	

	<p>Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.</p> <p>ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p>Note: In case Supporting Company fails to submit Performance Bank Guarantee as per 1.13(d)(i) above, the bid security submitted by the bidder shall be forfeited.</p>		
1.14	Any party who is extending support by way of entering into consortium / Joint Venture agreement with another party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.	Yes No	
1.15	<p>Bidder shall submit their price bids in three sections as under:</p> <p>i) Section-I: Fixed Operations and Maintenance Payment for each year, for the 10-year tenure of the Contract.</p> <p>ii) Section-II: Net Restoration Cost of the complete plant based on Technical Assessment Report attached with the Tender.</p> <p>iii) Section-III: Price of activity list and spares as per attached format.</p> <p>Bidder to categorically confirm that the price bid has been submitted in toto as above.</p>	Yes No	
1.16	MOBILIZATION PERIOD: The mobilization is to be completed within 30 days from the date of takeover of the plant. Bids offering mobilization time more than 30 days will be summarily rejected.	Yes No	
2.0	FINANCIAL CRITERIA		
2.1	Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least INR 3.24 crores.	Yes No	
2.2	<p>"Net Worth" of the Bidder should be positive for the preceding financial/ accounting year.</p> <p><i>[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]</i></p>	Yes No	
2.3	Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03 (three) financial/accounting years should be submitted along with the technical bid.	Yes No	
2.4	Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months / within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original Bid Closing Date and the Financial Statements of the preceding financial / accounting year are not available with the Bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the Bidder has to submit an	Yes No	

	<p>affidavit/undertaking certifying that <i>“The balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited so far”.</i></p> <p>Notes:</p> <p>(a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: -</p> <p>i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number, Firm Registration Number and UDIN (Unique Document Identification Number)), certifying the Annual turnover & Net worth as per format prescribed in Proforma-N.</p> <p style="text-align: center;">OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>b) In case the Bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, Bidder to provide documentary evidence for the same</p>		
2.5	In case the Bidders a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per Para 2.1 above. Other Consortium members individually shall have to meet the financial turn-over criteria of INR 1.62 Crores.	Yes No	
2.6	In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR.	Yes No	
2.7	<p>In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.</p> <p>i) Turnover of the parent/ultimate parent/holding company should be in line with para 2.1 above.</p> <p>ii) Net Worth of the parent/ultimate parent/holding company should be positive.</p> <p>iii) Corporate Guarantee (as per Attachment-IV) on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.</p> <p>iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.</p>	Yes No	
3.0	COMMERCIAL CRITERIA		
3.1	Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the GeM portal.	Yes No	

3.2	Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.	Yes No	
3.3	Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Jodhpur before bid closing date & time. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.	Yes No	
3.4	Bids received through the GeM portal shall only be accepted. Bids received in any other form shall not be accepted.	Yes No	
3.5	Bids should be valid for 120 days . Bids with shorter validity will be rejected as being non-responsive.	Yes No	
3.6	Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT (Proforma-B); otherwise the Bid will be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0". However, if a bidder indicates that they are not quoting for all the items then their offer will be rejected.	Yes No	
3.7	The Bid documents are not transferable. Bid can only be submitted in the name of the BIDDER in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.	Yes No	
3.8	Bids submitted after the Bid Closing Date and Time shall be rejected.	Yes No	
3.9	Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate.	Yes No	
3.10	Any Bid containing a false statement shall be rejected.	Yes No	
3.11	Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.	Yes No	
3.12	Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by Bidders, in which case such corrections shall be initialed by the person(s) signing the bid.	Yes No	
3.13	The bidder must enter an all-inclusive price (including GST) against the "OFFER PRICE" field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, shall have to be furnished by the successful bidder to the buyer, only after the price bid opening.	Yes No	

	Note: The breakup of the quoted / offered price, as per the prescribed Price Bid Format MUST NOT be uploaded with the technical bid; otherwise the bid shall be rejected straightway.		
3.14	The Integrity Pact must be uploaded along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.	Yes No	
3.15	Bidder must comply to clause no. 39.0 (Independent Inspection of Bid Documents) of Part-1, Instruction to Bidders failing which their offer shall be summarily rejected.	Yes No	
3.16	There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected: i) Performance Guarantee Bond Clause ii) Force Majeure Clause iii) Tax liabilities Clause iv) Arbitration Clause v) Acceptance of Jurisdiction and Applicable Law Clause vi) Liquidated damage and penalty clause vii) Safety and Labour Law viii) Insurance Clause ix) Termination Clause x) Integrity Pact	Yes No	
4.0	GENERAL		
4.1	The compliance statement (enclosed Proforma-D) should be digitally signed and uploaded along with the technical bid (un-priced). The compliance Statement (Proforma-D) clearly indicating "NIL Exception/Deviation" to Tender clauses should be uploaded along with the Technical bid.	Yes No	
4.2	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.	Yes No	
4.3	If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.	Yes No	
4.4	The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.	Yes No	
4.5	Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.	Yes No	
4.6	Arithmetical errors, if any, in the price bids will be rectified on the following basis.	Yes No	

	<p>“If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected.” However, if the grand total value including GST evaluated in the price bid format and the “Offer Value” declared on GEM portal do not match, the value on GEM portal shall be considered as final and evaluation shall be done accordingly.</p>		
4.7	<p>Goods & Service Tax: The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Goods & Service Tax (GST). GST as applicable shall be extra to OIL’s account limiting to the rate quoted by the bidder until any statutory change takes place. However, the liability of payment of GST will rest on the Contractor.</p>	<p>Yes No</p>	
4.8	<p>For conversion of foreign currency into Indian currency for evaluation of Bids, Bill selling Card rate declared by State Bank of India, one day prior to the date of Priced Bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3 (three) months, then Bill Selling Card rate declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.</p>	<p>Yes No</p>	
4.9	<p>Purchase Preference for Micro & Small Enterprise: Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder’s responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender. 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. The existing enterprises registered under EM-Part-II or UAM till 30th June 2020 shall continue to be valid only for period up to the 31st day of March, 2021.</p> <p>4.9.1 Provisions such as seeking support from another company by way of submission of JV/ consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In that case all the members of the Consortium including the leader of the Consortium should be the eligible MSEs. Further, in case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE.</p>	<p>Yes No</p>	
4.10	<p>Purchase Preference Policy (Linked with Local Content) (PP-LC): Purchase preference policy-linked with Local Content (PP-LC) - notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. Bidders seeking</p>	<p>Yes No</p>	

	<p>benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified in Proforma-M and shall have to submit all undertakings / documents applicable for this policy.</p> <p>4.10.1 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.</p> <p>4.10.2 Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.</p> <p>4.10.3 In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME</p>		
4.11	Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.	Yes No	
4.12	In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidder must categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.	MSME / PPLC	
4.13	The quantities shown against each item in the “Price Bid Format (i.e. in Proforma-B)” are tentative quantities and shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company’s prior approval.	Yes No	
4.14	Price evaluation of bids shall be carried out based on the grand total value quoted by the bidder in the price bid format which includes all taxes, duties and levies including Customs Duty but exclusive of GST. GST as applicable shall be payable extra. However, the bidder must enter an ALL-INCLUSIVE PRICE (INCLUDING GST) against the “OFFER PRICE” field while creating their response against the tender in GeM portal.	Yes No	

GENERAL CONDITIONS OF CONTRACT

1.0 APPLICABILITY, DEFINITION & INTERPRETATION

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY/OIL/Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

1.2.6 Sub-Contract:

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of

COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value:

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods:

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

1.2.13 Drawings:

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

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid/offer:

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

- 1.2.24 Guarantee:**
Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.
- 1.2.25 Mobilization:**
Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.
- 1.2.26 De-mobilization:**
Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.
- 1.2.27 Willful Misconduct:**
Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.
- 1.2.28 Gross Negligence:**
Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- 1.2.29 Criminal Negligence:**
Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.
- 1.2.30 GST Legislations:**
'GST legislations' means 'any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:
- (A) The Central Goods & Services Tax Act, 2017;
 - (B) The Integrated Goods & Services Act, 2017;
 - (C) The Union Territory Goods & Services Tax Act, 2017;
 - (D) The respective State Goods & Service Tax Acts'
 - (E) The Goods and Services (Compensation to States) Act, 2017

- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

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

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

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

3.0 WAIVERS AND AMENDMENTS:

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

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

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract:

The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective

date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK/CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

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

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

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

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

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

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

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

7.0 GENERAL OBLIGATION OF COMPANY:

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

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

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

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

8.0 DUTIES AND POWER/AUTHORITY:

8.1 OIL's site representative/engineer:

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

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) 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.
- (e) 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.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the

countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

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

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

9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from 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) 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:

10.2 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

10.3 In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

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.

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

10.4 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.

10.5 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.

10.6 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.

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

- 10.8** 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.
- 10.9** 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 of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.10** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.11** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 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 Bid Security or the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims:

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

12.2 Notice of claims:

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

12.3 Taxes:

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

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

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

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

- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
 - (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
 - (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).
- 12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
- 12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

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

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

12.4 Goods and Services Tax:

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

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

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

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

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

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

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

- 12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 12.4.8 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

- 12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

- 13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

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

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

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

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

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

14.5 Certificate of Insurance:

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

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies

- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

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

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

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

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

14.9 Principal Assured

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

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

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

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

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

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

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

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

14.13 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause: “In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

14.14 On account payment to OIL in case of claim

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

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

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

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

- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

15.0 LIABILITY:

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

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

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

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

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

the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

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

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

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

16.0 LIMITATION OF LIABILITY:

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful 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 demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

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

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

procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

- 26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.
- 26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the

Indian Tax Laws.

- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

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

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

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

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

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.

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

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

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by

the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).

- (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 MOBILISATION AND LIQUIDATED DAMAGES:

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

including sub clause (b) below, the right to terminate the contract.

- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

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

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

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

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

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

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

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

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

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

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

34.0 APPLICABLE LAWS:

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

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

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

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

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

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923,

Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.

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

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

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

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

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

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

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

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

Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

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

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

36.0 STATUTORY REQUIREMENTS:

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

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

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

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

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

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

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

38.0 POLLUTION AND CONTAMINATION:

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

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

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

39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:

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

39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication

by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

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

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

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

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
- iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
- iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

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

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

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

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

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

40.0 SEVERABILITY:

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

41.0 Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:

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

42.0 SETTLEMENT OF DISPUTES:

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

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are

unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
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 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor

had left if both parties consent for the same; otherwise, he shall proceed de novo.

7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20%of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule-- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

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

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

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

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

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

42.4 Resolution of disputes through conciliation by OEC

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee

("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

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

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

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

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

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

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

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

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

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

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

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

44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety 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 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:

To 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.

END OF PART-3

PART - 4

SCOPE OF WORK (OPERATION & MAINTENANCE)

1.0 OPERATION AND MAINTENANCE

1.1 SCOPE

- a. Owner intends to entrust the operation and maintenance (O&M) of the 54 MW wind farm facility : complete WEGs and respective unit substations (USS) i.e. WEG and unit sub substation till 33 kV outgoing isolator at USS, on comprehensive basis to the Contractor for 10 (ten) years.
- b. The Operator shall be responsible for Comprehensive Operation and Maintenance as mentioned above for a period of 10 (ten) years from the date of takeover of plant as O&M Service Provider.
- c. The Operator shall be responsible for all the required activities for maintenance and successful running of the WEGs for optimum energy generation as well as maintenance of the wind farm facility. Services of the O&M operator shall broadly include the following.
- d. Deputation of Engineering and other supporting personnel
- e. Clause deleted.
- f. Keeping the WEGs in operational mode so as to get optimum energy generation from the wind energy plant.
- g. Monitoring, controlling, troubleshooting, maintaining of records, registers.
- h. To maintain proper and adequate inventory of all spares, consumables and fixing / application of the same as per WEGs.
- i. Undertaking all routine and periodic maintenance, break down and scheduled maintenance including running repairs, troubleshooting, overhauling etc. that are required for safe, trouble-free & smooth operation of the wind farm.
- j. General keep up of all equipment, building, roads etc.
- k. Submission of daily/periodical reports to Owner for energy generation & operating conditions of the wind farm.
- l. Taking care of all the security aspects of the wind farm.
- m. Ensuring workplace Health Safety and Environment (HSE) procedures and abiding by all safety policies aiming towards a safe and healthy working environment.
- n. Continuous monitoring of performance of the Wind Electric Generators and regular maintenance of the whole system for extracting and maintaining the maximum energy output from the wind farm.
- o. Compliance to all statutory laws of the land.

- p. Operate and maintain the Plant for fire protection and safety of equipment. Fire protection here means that the contractor shall provide all necessary equipment for protection of all WEGs & applicable wind farm facility against fire.

q. **LIAISING -**

It shall be the responsibility of the Operator to liaise with the State Government, concerned Renewable Agency, State Transmission & Distribution Companies, CEIG or any such agency / department which may be required for expediting the restoration of the plant or smooth functioning of the plant.

1.2 GENERAL

- a. To maintain at the facility accurate and up-to-date operating logs, records and monthly reports regarding Operation & Maintenance of the facility which shall include detail of power output, other operating data, repairs performed and status of equipment, all such records to be maintained for the lifetime of the wind farm. Upon expiry of term, the operator shall hand over such records to the Owner. However, Owner shall have access to all such records at any time.
- b. To perform or contract for and oversee the Performance of periodic overhauls or maintenance required for the facility in accordance with the recommendations of the original equipment manufacturer.
- c. To maintain and up-keep control room, all internal roads, tool room, stores, equipment, etc. in workable conditions. This applies to the facility within the battery limit of this contract.
- d. Clause deleted.

1.3 OPERATION AND PERFORMANCE MONITORING

- a. Clause deleted.
- b. Daily work of the operator in the wind farm shall include logging the voltage, current, power factor, Active and Reactive Power output of the 54 MW wind farm, keeping batteries in healthy state, individual WEG's output data once a day. The operator shall also record failures, interruption in supply and tripping of different relays, reason for such tripping, duration of interruption etc. and inform Owner of such interruptions with details very next day of occurrence. Necessary auto data recording instruments will be provided by contractor.
- c. The operator shall record daily and monthly energy output of each WEG. Monthly Performance reports indicating turbine wise energy production, down time, capacity utilization factor, machine availability etc. shall be prepared for each WEG as well as for the wind farm and furnished in soft mode to Owner in the first week of the following month.
- d. A daily report comprising energy generation, grid availability, breakdowns, generation hours, low wind hours, machine availability etc shall be sent through e-mail and /or made available through CRM to Owner.
- e. Monthly performance of each WEG based on the following parameters shall be prepared and submitted to Owner in succeeding month:
 - i. Daily generation data

- ii. Details of preventive maintenance activities carried out during the month
 - iii. Breakdown details along with remedial actions taken
 - iv. Break up of down times – Technical & Non-Technical
 - v. Error trend
 - vi. Component failure details
 - vii. ROW – Reasons & remedial actions taken
- f. Clause deleted.
- g. OWNER at its discretion may get the performance checked from an independent technical consultant.

1.4 PREVENTIVE MAINTENANCE

- a. The Contractor shall draw the preventive maintenance schedules for daily, monthly and yearly and attend to the breakdowns keeping in view that the machine availability is always as per target. A copy of such Preventive Maintenance Schedule shall be submitted to the Owner.
- b. The Contractor shall carry out the periodical/plant maintenance as given in the OEM service manual and get two such maintenances (PM) certified per annum. Such program for all the equipment shall be prepared as per operating manuals of manufacturer's and shall be implemented in letter and spirits.
- c. Regular periodic checks of the WEGs shall be carried out as a part of routine preventive maintenance during low wind period. In order to meet the maintenance requirements stock of consumables is to be maintained as well as various spares as recommended by the manufacturer at least for 2 years are to be kept for usage.
- d. Care shall be taken for outdoor equipment to prevent corrosion. Cleaning of the insulators and applying Vaseline on insulators if required, shall also be carried out at every 3 to 4 months interval. Resistance of the earthing system as well as individual earth resistance is to be measured and recorded at least twice in a year. If the earth resistance is high suitable action shall to be taken to bring down the same within the limits. The frequency of schedule maintenance shall be as per OEM schedule/instructions.
- e. Maintenance record is to be maintained by the operator to record regular maintenance work carried out as well as any breakdown maintenance along with the date of maintenance, reasons for the breakdowns, steps taken for attending to the breakdown, duration of the breakdown etc.
- f. Schedules will be drawn such that some of the jobs other than breakdown, which may require comparatively long stoppage of the WEG's, shall be carried out preferably during the non-windy season.
- g. Clause deleted.
- h. The Contractor will attend breakdown jobs immediately for repair / replacement / adjustments and restore operations at the earliest during the currency of O&M Contract.

- i. The Contractor shall immediately report the accidents, if any, to the Engineer In charge & to all the concerned authorities as per prevailing law of the State showing the circumstances under which it happened and the extent of damage and / or injury caused. O&M Contractor would be solely & fully responsible / liable to pay for any losses/damages/claims, etc. and Owner will be fully indemnified for such losses / claims.
- j. Clause deleted.
- k. The Contractor shall at his own expense provide all amenities to his workmen as per applicable laws and rules.
- l. The Contractor shall ensure that all safety measures are taken at the site(s) to avoid accidents to his or her Co-Contractor or Owner's Workmen.
- m. If in the event of negligence or mal-operation by the Contractor's operator any failure of equipment take place such equipment should be repaired / replaced by Contractor free of cost within a reasonable period of time.

1.5 STATUTORY CHARGES & LEASE RENTAL CHARGES

Statutory charges like CEIG annual charges, lease rental charges or any other charges as may be required to be paid to such statutory agencies shall be in the scope of the Owner & shall be paid by the Owner from time to time. For such payments (as applicable to the wind farm facility in the scope of the contractor) contractor must inform one month in advance to the Owner. The Contractor shall assist OIL in smooth settlement of payments of all such statutory charges and any other charges.

1.6 QUALITY SPARES & CONSUMABLES

In order to ensure longevity safety of the core equipment and optimum Performance of the system the Contractor should use only genuine spares of high-quality standards as recommended by OEM.

1.7 TOOLS AND TACKLES

The Contractor shall arrange for all the necessary tools and tackles including crane for carrying out all the maintenance work covered under this contract.

1.8 SECURITY SERVICES

O&M Contractor would be solely & fully responsible for the security of the wind farm facility. Losses due to damage/theft of Owner's property shall be borne by the Contractor.

1.9 TRAINING

The Contractor shall provide training as and when required to the Owner's representative regarding operation and maintenance of wind turbines.

1.10 SCHEDULING AND FORECASTING

- a. RERC vide their order dated 28.12.2017 has notified that Deviation Charges specified in the Regulations shall be effective from 1st February, 2018. As specified elsewhere in the Contract documents, to comply with statutory requirements, Regulations, Orders.
- b. The Operator shall not be responsible for any financial implication arising out of DSM mechanism.

- c. Scheduling and forecasting shall be done by the QCA appointed by OIL. However, the contractor must provide all the required data and information on real time basis to the appointed QCA as per their requirement so that the QCA can carry out scheduling & forecasting correctly & efficiently. The bidder shall not claim any charge on account of providing Scada data and connectivity to the QCA. The DSM charges as applicable on account of deviations in the schedules as per RERC regulation shall be paid by OIL.

1.11 OPERATOR's OFFICE AT SITE

The Contractor shall also provide and maintain a site office, at the site. Such office shall be open at all reasonable hours to receive instructions, notices or other communications by OIL or OIL's representative.

1.12 DATA FOR QUALIFYING BENEFICIARY OF CARBON CREDITS / CDM

The bidder shall provide all the required information/data to Owner as may be asked for fulfilling the requirement for qualifying the wind farm for benefit of carbon credits. The bidder shall also extend all help to Owner free of cost for processing case of CDM/similar carbon credits shall provide all the required information/data to Owner as may be asked for fulfilling the requirement for qualifying the wind farm for Clean Development Mechanism (CDM) benefit or similar carbon credits. The bidder shall also extend all help to Owner free of cost for processing case of carbon credit/CDM as applicable.

END OF PART – 4

PART - 5

TECHNICAL PARTICULARS OF QUOTED MODEL OF WEG

General Data		
1	Make of WEG	Inox Wind Limited DF/ 2000/93
2	Type	TC III B
3	Rated output	2000 Kwh
4	Current (Amps.)	630 Amps / 2021 STATOR
5	Voltage (V)	690 V AC, 3 Phase
6	Voltage Variation (%)	10%
7	Frequency Variation (%)	50 Hz
8 a	Maximum Asymmetric Voltage (%)	
8b	Maximum Asymmetric Current (%)	
9	Wind Speed at rated output (m/ Sec)	≤11.5 m/s
10	Cut in wind speed (m/sec)	3 m/s
11	Cutout wind speed (m/sec)	20 m/s
12	Tip speed (m/sec)	76.6 m/s
13	Survival wind speed (m/sec)	52.5 m/s
14	Hub height (m)	80 m
15	Rotor speed (rpm)	15.9 RPM
16	Nacelle tilt angle	4.5 Degree
17	Regulation	Independent Mechanical Pitch
18	Designed max. temp. (deg. C)	50 (deg. C)
19	Designed life (years)	25 Years
20	Designed turbulence intensity	B Class
21	Noise level (dB) (also specify distance)	DISTANCE 129 Mtr.; 57.9 at 10.9 M/S
22	Frequency (Hz)	50 Hz
23	Maximum designed rotor speed	2430
24	Pitch angle for stall regulated machine	N/A
25	Rotor orientation (upwind /down wind)	Upwind

26	No. of blades	3
27	Rotor diameter (m)	93.3 m

Weight

1	Rotor (kg)	46900 kg
2	Nacelle (kg)	75000 kg
3	Tower (kg)	140000 kg
4	Total (kg)	261900 kg

Generator

1	Make	LEORY SOMER G-53 WJ 80/4P, DFIG
2	Rated power output (kW)	2100 KW
3	Type – Synchronous/asynchronous	Asynchronous Double Fed Induction Generator
4	Output Voltage and RPM	690 V AC, 3 Phase / 1800 RPM
5	No. of poles	4
6	Insulation Class	Class H
7	Protection class	IP 54
8	Coupling	Flexible
9	Current in Amps.	630 Amps / 2021 STATOR
10	Frequency	50 Hz
11	Dual speed/Variable speed	VARIABLE SPEED
12	Type of cooling	FORCED WATER COOLING
13	If forced cooling, then	a) 60% Water : 40% GLYCOL b) 1.1 Kw c) Grandfoss /1.1 Kw d) 3 e) S 1
	a) a) Type & quantity of coolant	
	b) Pump rating	
	c) Motor make & rating	
	d) No. of phase	
	e) Motor duty cycle	

14	KVAr consumption of generator at : at 0.95 inductive power factor	46KVAr 192 KVAr 480 KVAr 540 KVAr 669 KVAr
	No Load –	
	25% Load –	
	50% Load –	
	75% Load –	
	100% Load –	

Rotor

1	Blade material	GLASS FIBRE
2	Make	Inox Wind Limited
3	Number of blades	3
4	Rotor diameter (m)	93.3 m
5	Swept area(Sq. m)	6785 Sq Meters
6	Length of blade(m)	45.3 m
7	NACA Specification	
8	Blades profile	Proprietary
9	Weight of each blade	8.5 Tonne
10	Reference Standards	GL 2003/04
11	Lightning protection for blades	CABLE, CLAW and receptacles

Tower

1	Height (m)	77.4 Meters
2	Type	Tubular
3	Material	Steel
4	No. of Sections	4
5	Mode of Assembly	BOLTED CONNECTION
6	Ladder type	Extruded Aluminum sections
7	Safety system	FALL ARRESTOR
8	Surface treatment protection	C5

9	No. & type of landing platforms	4 (CHEQUERED PLATE)
10	Make	Inox Wind Limited
11	Type of reptile protection	SEALED

Yawing System

1	Make & Type	Bonfiglioli, Direct contact type
2	Gear Ratio	1:1989
3	Rated capacity of yaw motor (kW)	3.3 Kw
4	No. of yaw motors	4
5	Type of yaw brake	Passive
6	No. of yaw brakes	4

Brake System

1	Aero Dynamic	
	i) Type	Full span independent blade Pitching
	ii) Control	PITCH CONTROLLED
2	Mechanical or other type	INDEPENDENT SERVO MOTOR
	i) Make & Type	ROTOR LOCK / BRAKE
	ii) Position	SVENDBORG BSFI - 320 - MS 30S - 400 AWA
	iii) No. of calipers	HIGH SPEED SHAFT OF MAIN GEAR
	iv) Motor capacity (kW)	2

Gear Box (If required for the system)

1	Type / model	W 2000 DF/TWO PLANETARY STAGES, ONE HELICAL GEAR STAGE
2	Gear ratio	1:114.50
3	No. of steps	3
4	Max. power transmission (kw)	2100 KW

5	Lubricants	FORCED OIL TYPE
6	Designed life	20 Years
7	Make	WIKOV / DHI
8	Type of oil cooling	FORCED
9	Weight without oil (kg)	32000 kg
10	Quantity of oil	550 L

Hub

1	Make & Type	CASTED / DHHI
2	Material	EN GJS - 400 - 184 - LT

Main Shaft

1	Make & Type	Integrated inside gearbox/ Forged
2	Material	

Main Bearing

1	Make	FAG / INA
2	Type & specification	CYLINDRICAL ROLLER BEARING

Coupling

1	Make	CENTA
2	Type & specification	CL - 27 - SS2 - 62405

Nacelle

1	Material	FRP
2	Type of nacelle bed	Casting
3	Facility of loading & unloading	Lifting Eyes
4	Lightning protection	Sliding carbon brushes and cables

Reactive Power Compensation		
(required for WEGs with asynchronous generators)		
1	Capacity (KVAR)	N/A
2	Number of capacitor units	N/A
3	No. of steps	N/A
4	Designed life of capacitors	N/A
5	Type	N/A
6	Make	N/A
7	Current in Amps.	N/A
8	Estimated kVArh consumption as percentage of annual kWh generation	N/A
9	Power factor at : loads after compensation :	N/A
	No load	
	25% load	
	50% load	
	75% load	
	100% load	

Power Panel		
1	Voltage	690 V
2	Short circuit level	Selective short circuit level=5.9KA Instantaneous short circuit level=15.9KA
3	Rating of main MCCB	2000 Amps
4	Provision for earth fault protection	Provided
5	Dimension	L=1800mm,B=600mm, H=2800mm
6	Relevant standards	EN 60721-3-1,2,3 & AMSC internal documents

Control System		
1	Type	PLC CONTROLLED

2	List of display (please attach separate sheet)	Log in info, Main menu, errors, warnings, start, stop, reset, service, counters and navigation keys.
3	List of error messages	Attached
	(Please attach separate sheet)	
4	List of annunciations (please attach separate sheet)	N/A
5	Stop features	Emergency stop available through panel and remote
6	Remote control facility	Available (WTGs with CMS availability)
7	Printer facility	Available
8..	Details of special accessories (Like Lap-top computer) for retrieval of parameters including power curve data.	Available
Details of AC-DC- AC Converters/ Inverter system PM 3000 PLC CONTROLLED		
(for variable speed WEGs)		

Sensors

	List of sensors (please attach separate sheet)	Attached
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Details of CMCS

Power cable (between generator & power panel)

1	Type & Make	COPPER CABLE
2	Conductor material	COPPER
3	Conductor size	185 Sqmm
4	No of core	SINGLE
5	Ref. standard	IEC 60502

ISO 9000 Certification

1	Category of certification	ISO 9001:2008
2	Date of certification	15/05/2012

Signature of Bidder

TECHNICAL DATA FOR TRANSFORMER

Sl. No	Description	Unit	Requirement
1.	Service	Outdoor / indoor	Outdoor
2.	Type	Outdoor / indoor	Outdoor
3.	Rating	kVA	2300
4.	Rated frequency	Hz	50
5	Number of phases:		Three
	HV	No	3
	LV	No	3
	Neutral (separate outside)	No	1
6.	Rated Voltage		
	a) HV winding	kV	33
	b) LV winding	kV	0.69
7.	Vector group	Star / Delta	Dyn 11
8.	Type of cooling	ONAN/ ONAF	ONAN
9.	Insulation level:		
	a) Power frequency withstands (HV/LV)	kV rms	70/3
	b) Impulse withstand voltage (HV/LV)	kV	170 kVp
	c) Power frequency withstands (neutral)	kV rms	
10.	Method of earthing		LV neutral shall be brought out through a 1.1 KV bushing, for connecting to earth by means of two (2) 50 mm x 6mm copper flat earthing conductor. 1.1 KV insulator shall be provided along the transformer tank while bringing down the earth conductor from busing.
11.	Duty		
12.	Short circuit level	kA	25
13.	Off circuit tap changer:		

Sl. No	Description	Unit	Requirement
	a) Range	%	(+)5 to (-)5
	b) In steps of		2.5
	c) Tapping provided on HV side		Yes
14.	Tap changer type		OCTC
15.	Temperature rise above 40 ⁰ C ambient:		
	a) Top of oil by thermometer	⁰ C	50
	b) Winding by resistance	⁰ C	55
16.	Terminal details:		
	a) HV side		36KV, Condensor type outdoor busing with Bimetallic terminal connector suitable for ACSR Panther conductor
	b) LV side		Air insulated Cable Box with disconnecting chamber suitable to receive 6#1C x 185 Sq. mm PVC insulated flexible copper conductor per phase
17.	Losses (at 75 ⁰ C and principal tapping):		
	a) No load loss at rated voltage and frequency	kW	2000 (max)
	b) Load loss at rated current (ONAN)	kW	25000 (max)
	c) Total loss maximum rated power	kW	27000 (max)
18.	Efficiency at 75 ⁰ C and 0.9 PF:		
	a) At full load (ONAN)	%	98.84 (unity)
	b) At 75% load (ONAN)	%	99.07 (unity)
	c) At 50% load (ONAN)	%	99.28 (unity)
19.	Hot spot temperature in winding limit to	⁰ C	
20.	Shipping dimensions:		
	a) Height	mm	2800
	b) Breadth	mm	2215
	c) Length	mm	2750

Sl. No	Description	Unit	Requirement
21.	Painting		Epoxy based Paints
22.	Reference standards		IS 2026
23.	Make		Shilchar Technologies Ltd
24.	Minimum creepage distance	mm/kV	25
25.	Overall dimensions (L x B x H)	mm	2750 x 2215 x 2800
26.	% Impedance ($\pm 10\%$ Tolerance)	%	6.25
27.	Quantity of Oil	liters	1523
28.	Details of Instruments and protection provided with the Transformer(Make & Type)		All Standard Protection like BUKOS, MOG, WT1, OTI, PRV

Signature of Bidder

TECHNICAL PARTICULARS OF VCB

Sl. No.	Particulars	Specification
1.	Service	Outdoor/Indoor
2.	Make & Type	Siemens VCB
3.	Rating	1250 amp 33 kV
4.	Circuit breaking capacity (KA)	25 kA
5.	Short circuit withstand capacity	25 k
6.	Operating time	<80 mS
7.	Wt. of V.C.B.	Approx. 650 Kg
8.	Insulation level	
9.	Impulse withstand voltage	
10.	Overall dimension	2120 x 750 x 2470 mm

Note: Bidder is required to submit single line diagram of the whole wind farm from WEG upto grid sub-station.

Signature of Bidder

SOURCE OF COMPONENTS (For Information)

Item Description	Vendor	Source Country
1. Generator	Leroy somer/ABB	India
2. Blade	In House Manufacturing	Rohika, Ahmedabad, India
3. Hub	L&T	India
	DHI	China
	Zhejiang Jiali	China
4. Tower	In House Manufacturing	Rohika, Ahmedabad, India
Steel Plates	Welspun & Essar	India
Flanges	Hyundai	South Korea
5. Yawing System	Integrated in Gearbox	The Czech Republic / China
Yaw Rim	IMO & Rothe Erde	India/ Germany
Yaw and pitch drive	Bonfiglioli (European company)	India
6. Brake calipers	Svendborg/ Stromag	Germany/ France
7. Hydraulic Disc brake system	Svendborg & AVN	Germany/ India
8. Main Shaft	Integrated in Gearbox	The Czech Republic / China
9. Main Bearing	Integrated in Gearbox	The Czech Republic / China
10. Local control system	Windtek/AMSC	American Super Conductor
11. Gear Box	Wikov	The Czech Republic
	DHI	China (based on design developed by Romax, UK, license for which was acquired by Inox Wind Limited)
12. Distribution transformer	Shilchar Technologies Ltd.	India
13. Horn Gap fuse	N/A	N/A
14. Lightning Arrestor	Lamco Industries Pvt. Ltd.	India
15. Interconnecting cable from WEG to Transformer	Uniflex Cables Ltd. (Unicab)	India

16. AB Switch	Siemens	India
17 33 kV Vaccum Circuit breaker /SF6	Siemens	India
18. Flexible coupling	Centa/ Emerson	Germany
19. Power Panel	AMSC	Austria/China
20. Control Panel	AMSC	Austria/China
21. Capacitors	Not applicable	
22 Wind Mast	Rk Wind Mast	India
23. CMCS (if offered)	PHD COM.	India
24. AC-DC-AC converter/ inverter for variable speed	AMSC	Austria/ China
25. Flexible cables	Lapp Cables	India
26 PVC cable	Nangalwada/ JS cables	India/ Korea
27. Contactors	ABB	India
28. MCCBs	ABB	India
29. Sensors (furnish information for all type of sensors)	Temperature sensors, Proximity sensors, acceleration sensors & vibration sensors	India/ Singapore
30. Gear Oil	Mobil SHC	India

END OF PART - 5

PART-6

SPECIAL CONDITIONS OF CONTRACT FOR RESTORATION OF ALL 27 WIND TURBINES

CONTENT

Clause No.	Description
1.0	DEFINITIONS & INTERPRETATION
2.0	GENERAL
3.0	POWER PLANT
4.0	DOCUMENT
5.0	SCOPE OF WORK
6.0	PLACEMENT OF ORDERS FOR AWARD OF CONTRACT
7.0	RESPONSIBILITY OF THE CONTRACTOR
8.0	FORCE MAJEURE
9.0	TIME SCHEDULE
10.0	RESTORATION OF WEG
11.0	EXTENSION OF TIME
12.0	NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK
13.0	CONTRACTOR'S OFFICE AT SITE(S)
14.0	SUB-CONTRACTING OF WORK
15.0	POWER OF ENTRY
16.0	USE OF COMPLETED PORTIONS
17.0	POWER OF THE ENGINEER-IN-CHARGE TO ORDER SUSPENSION OF WORK
18.0	PAYMENT TERMS
19.0	PAYMENT AGAINST RESTORATION COST OF WEGs/PLANT
20.0	PAYMENT PROCEDURE
21.0	RATES TO BE FIRM AND INCLUSIVE OF ALL TAXES
22.0	COMPLETION CERTIFICATE AGAINST RESTORATION ACTIVITIES
23.0	GUARANTEE / WARRANTIES
24.0	STATUTORY APPROVALS FOR WORKS
25.0	96 HOURS SHORT TIME PERFORMANCE TEST
26.0	CLAUSE DELETED
27.0	PROGRESS REPORT & WORK REVIEW MEETING
28.0	COMMON FACILITIES
29.0	MOBILIZATION CLAUSE
30.0	TAKE OVER DATE
31.0	PREAMBLE

1.0 DEFINITIONS & INTERPRETATION

Acts/Codes shall mean, but not limited to the following, including the latest amendments, and/or replacements, if any:-

1. Electricity Act, 2003 with amendments thereto, if any.
2. A.I.E.E Test Codes
3. American Society of Testing of Materials (ASTM Codes).
4. Relevant standards of the Bureau of Indian Standards (IS Codes)
5. Arbitration and Conciliation Act, 1996, and Rules made there under.
6. Environment (Protection) Act, 1986 and Rules made there under.
7. Other approved standards and/or Rules and Regulations touching the subject matter of the Contract.

Applicable Laws means any statute, law, regulation, ordinance, rule, judgment, order, decree, restriction, directive, governmental authorizations, requirements of Applicable Permits and any agreements, decisions, acts, instructions, requirements, directions and notifications of the competent authority having jurisdiction over the matter in question, whether in effect as on bid closing Date and Time.

ABT Meter means meter for measurement power and energy as per **IEGC**

Bid and Bid Document shall mean the proposal submitted by the Bidder in response to this ITB in accordance with the terms and conditions hereof.

Bidder shall mean the Bidding Entity or the Bidding Consortium which has submitted a proposal, in response to this ITB to Owner.

Bidding Entity shall mean a single entity, whether a firm or a Company.

BIS shall mean Bureau of Indian Standards.

Time Schedule shall mean the period by which the work shall be completed as agreed herein between the Owner and the Contractor as per clause no. 9.0.

Company shall mean a body incorporated in India under the Companies Act, 1956/2013

Completion Certificate shall mean as defined in 22.0 of this Section.

Contractor means the person or the persons, firm or Company or corporation whose tender has been accepted by the Employer and includes the Contractor's legal Representatives, his successors and permitted assigns.

CT means current transformer meant for measurement of current

C&R Panel means relay & control panel

CEIG means Chief Electrical Inspector of State Government

CRM means customer relations manager

Common Facilities As defined at clause number 28.0

DISCOM means 'Concerned Distribution Utility of the State'.

Date of completion means the date of issue of completion certificate as per clause – 22.0

Effective Date/Zero Date shall mean the date of issue of Fax/ Letter of Award

Final Acceptance shall mean completion of restoration activities in all respect including 96 Hrs test run or any other test required as per contract

Facility means, wind turbine, generator and Outgoing Isolator of Unit Substation

Inter –connection Point shall mean a point at EHV substation of transmission licensee or HV substation of distribution licensee, as case may be, where the electricity produced from the RE generating station is injected into state Grid (AKAL-1).

KW/MW means Kilo Watt/Mega Watt

KWh means Kilowatt Hours

LCS means local control system.

Metering Point means the point at which the State Power Utility / Electricity Board measures the quantity of energy supplied to its grid.

Machine Availability means the period for which the WEG is in the state of power generation and remains available in healthy condition irrespective of wind condition. Formula of Machine Availability is defined at Clause 6.6.

MBD means Machine Break Down for insurance purpose.

MNRE means 'Ministry of New & Renewable Energy Sources, Government of India'.

Nacelle Assembly means set of generating equipment consisting of Gear Box and generator.

NIWE means National Institute of Wind Energy (Erstwhile known as Center for Wind Energy Technology) Chennai.

NODAL AGENCY means 'Renewable Energy Corporation/Agency of the State'.

O&M shall mean Operation & Maintenance of wind power plant which inter alia, includes provisions of manpower, spares, special tools, cranes or such materials/equipment that may be required for maintaining the WEGs in operation.

Operator shall mean the person or the persons, firm or Company or corporation whose tender has been accepted for operation & maintenance by the Owner and includes the Contractor's legal Representatives, his successors and permitted assigns.

Plant shall mean 54 MW wind power plant operational at Dangri, Jaislamer.

PT means potential transformer meant for measurement of voltage.

PPA/EPA shall mean Power Purchase Agreement/Energy Purchase Agreement

Prudent Utility Practice means accepted international/Indian practice(s), standard(s), engineering and operation considerations, taking into account the conditions prevalent at Site including manufacturer's recommendations generally followed in the operation and maintenance of facilities similar to the power plant

Reactive Power shall mean the Reactive Power drawn from the grid and charged by the power utility from the Owner and measured in KVARh.

Restoration shall mean rectification of deficiencies of wind turbine and unit sub-station by mean of repair or replacement of components. This Restoration will take into account the

observations and technical health assessment Report.

SEB shall mean State Electricity Board.

TRANSCO means 'State Transmission Company or Corporation'

VAR means reactive power.

VCB means Vacuum Circuit Breaker

WAsP means Wind Atlas Analysis and Application Program.

WEG shall mean Wind Electric Generator.

CAPEX Total capital cost of supply cum restoration works excluding annual Operation & Maintenance charges

OPEX Total Operation & maintenance cost of plant

2.0 **GENERAL**

2.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Scope of work, technical specifications, drawings and any other document forming part of this contract, wherever the context so requires.

2.2 Where any portion of the Special Conditions of Contract (SCC) is repugnant to or at variance with any provisions of the General Conditions of Contract (GCC), then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract only to the extent such inconsistencies of variations in the SCC as are not possible of being reconciled with the provisions of GCC.

The materials, design and workmanship shall satisfy the applicable standards, specifications contained herein and codes referred to. Where the Technical Specifications stipulate requirements in addition to those contained in the standard codes and specifications, those additional requirements shall be satisfied.

In case of any contradiction in any of the terms & conditions to the extent that the two provisions cannot co-exist, the following shall prevail in order of precedence.

- i) Contract Agreement
- ii) Work Order
- iii) Letter/ Fax of Intent
- iv) Statement of Agreed Variations
- v) Instructions to Bidder
- vi) Special Conditions of Contract
- vii) Scope of Work
- viii) Technical Specifications.
- ix) General Conditions of Contract.
- x) Any other document

2.3 **Environmental Laws**

All applicable codes, laws, rules and regulations relating to actual or potential effect of the activities on and at the works contemplated by executing this works on the environment, the disposal of material, the discharge of chemicals, gases or other substances or materials into the environment, or the presence of such materials, chemicals, gases or other substances in or on the project.

3.0 POWER PLANT

The complete, fully functional and operational 54 MW wind power plant including related facilities, unit sub substation (USS) and controls necessary to enable the plant to deliver electric power to 33 kV feeder, pooling substation, metering and EHV lines. However, contractor scope is limited to 33 kV outgoing isolator at respective USS.

- 3.1 OIL conducted health status monitoring of wind turbines of the plant with an aim to improve the reliability and to optimize the maintenance strategy of the wind farm. The health condition assessment report of wind turbine generators (WTGs) and associated equipment indicated critical defects which require restoration activity which have been provided in the Price Bid Format Sheet 2. Sheet 3 of Price Bid Format also includes all other restoration activities that might be required if any such defect/replacement is established by O&M service Provider and OIL jointly at site. Sheet 2 and Sheet 3 therefore are exhaustive list beyond which no other activities shall be considered upon identification. It is, however, understood and confirmed by the Contractor that the scope as described in the bid document is not limiting in so far as the responsibilities of the Contractor shall include inter-alia, carrying out any and all works and providing any and all facilities those are required in accomplishing an operating system, complying fully with all requirements as are envisaged of it, complete in all respect and satisfying all Performance and guarantee requirements stated or implied from the contents of the tender document. The Contractor shall make all required liaising with all agencies along with concerned power utilities., The Contractor shall get tested all required equipment (like CTs, PTs, etc).

4.0 DOCUMENT

In this document unless otherwise stated:

- i) The headings and paragraph numbering are for convenience only and shall be ignored in construing the agreement;
- ii) The singular includes the plural and vice versa;
- iii) References to natural persons include body corporate and partnerships;
- iv) References to any enactment, ordinance or regulation include any amendment thereto or any replacement in whole or in part;
- v) References to Articles, Clauses and Schedules, unless the context otherwise requires, refers to Articles of, Clauses of and Schedules to this document.

5.0 SCOPE OF WORK

- a. To carry out Restoration activities as identified in Sheet 2 of Price Bid Format which is as per the findings of the technical health assessment carried out by OIL.
- b. O&M Service Provider will be given an assessment period of 45 days to identify any findings/critical defects that are not already identified in Sheet 2 of Price Bid Format made on basis of Technical Health Audit Report of OIL for restoration activity. All such proposed restoration activities shall be reported to OIL. These activities shall be considered only if they are listed in Sheet 2 and Sheet 3 of Price Bid Format for which the O&M Service Provider has already provided the quote. If the O&M Service Provider has quoted NIL against any such activity, the cost of such an activity will be borne by the O&M Service Provider. No activity which is not listed in Sheets 2 and 3 of Price Bid Format shall be considered by OIL and the cost of all such restoration activities will be borne by the O&M Service Provider.

Beyond the period of 45 days, no such defects/claims shall be accepted by OIL.

- c. To carry out Restoration activities as identified during 45 days assessment period and duly approved by OIL as per Para b) above.
- d. Restoration activity implies all activities related to the complete job including de-erection of defective equipment/component, supply of new equipment or repairing of existing damaged equipment, re-erection of new/repared equipment, installation and commissioning, services of both equipment and manpower or any other associated cost.

6.0 PLACEMENT OF ORDERS FOR AWARD OF CONTRACT

- 6.1 OIL shall issue single purchase order for restoration of WEGs and O&M works.
- 6.2 A breach in the performance of any part of the service specified in the above order, shall be considered as a breach in performance of the complete order, which shall confer a right on the Owner to terminate the complete order also at the risk and cost of the Contractor/operator without any prejudice to any other rights the Owner may have as per terms & conditions of the order.

7.0 RESPONSIBILITIES OF THE CONTRACTOR

- 7.1 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site(s) after completion of work and liaising the State Grid with concerned departments etc. shall be deemed to be included in the prices quoted.
- 7.2 Contractor may have to work in energized or partly energized conditions. In such cases, it shall be the responsibility of the Contractor to arrange for necessary permits or shut downs and provide skilled and responsible persons for the execution of works. Contractor shall organize his works during the shutdown periods properly and complete the programmed works within the time given. Contractor shall not be paid any extra payments for working under the above said circumstances.
- 7.3 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules. However, if any equipment/facility is provided by Owner, the same shall be on chargeable basis.

7.4 Procurement and supply, in sequence and at the appropriate time, of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

7.5 In case any material is issued by the Owner, then it will be properly used and maintained. Subsequent to completion of its use, it will be returned to Owner in good condition. In case of damage or misuse of such stores, Owner will recover the cost from the Contractor from the payments due to the Contractor.

8.0 **FORCE MAJEURE**

Clause No. 31.0 (GCC) will be applicable. In addition to the provisions of clause 31.0 (GCC) any hindrance in work on account of Right of Way (ROW) / Right of Use (ROU) will not be considered as force majeure event during restoration as well as O&M period. Bidder before claiming force majeure needs to provide data to substantiate his claim otherwise calculation of Machine availability will be carried as if there is no force majeure.

9.0 **TIME SCHEDULE**

9.1 Clause deleted.

9.2 The bidder shall submit a detailed bar chart within the time frame agreed covering all activities with various key phases of restoration of wind farm, supply and service obligations under the contract such as supply schedule and restoration activities within forty five (45) days of the date of take over of the plant.

9.3 The date of takeover of the plant shall be the start date of the contract.

9.4 Restoration schedule for the wind farm shall be as follows:

9.4.1 Complete 54 MW **within 6 (six) months** from takeover of plant.

9.4.2 The date of restoration completion shall be the date as mentioned in the certificates issued by the OIL's Engineer In Charge.

10.0 **RESTORATION OF WEGs**

10.1 **ALL RESTORATION** activities shall be completed within stipulated period of six months from takeover of plant.

10.2 Post restoration checks on turbines viz. fine tuning of pitching & yawing mechanism, checks for oil leakages, braking system, voltage converters, providing of auto start facility on each WEG irrespective of Grid failure period, any other checks as prescribed in Contractor's Protocol, checking of all electrical installations & rectification of defects observed, if any, attending to all punch points, torquing, checks of all bolts & lubrication of bearings.

10.3 The Bidder shall indicate duration of all the activities in activity chart in conformity with the overall schedule of the restoration of plant.

11.0 **EXTENSION OF TIME**

11.1 Failure or any delay by the Owner due to any cause whatsoever, shall in no way effect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation thereof provided that the Owner may extend the time for completion of the work by such period as it may consider necessary or proper.

- 11.2 If the Contractor shall desire an extension of the time for restoration of the plant on the grounds of his having been unavoidably hindered in its execution or the work has been materially increased by Owner or other such grounds, he shall apply in writing to the engineer in-charge within ten days of the date of occurrence of event on account of which he desires, such extension as aforesaid, and the Engineer - In- charge shall, if in his opinion (which shall be final) reasonable grounds have been shown thereof, authorizes such extension of time as may be, in his opinion be necessary or proper.

12.0 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK

If at any time from the commencement of the work the Owner shall for any reason whatsoever not require the whole work or part thereof as specified in the bid to be carried out or, alteration in the work is required, the Engineer-In charge shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full or prior to alteration.

13.0 CONTRACTOR'S OFFICE AT SITE(S)

The Contractor shall also provide and maintain a site office, at the site. Such office shall be open at all reasonable hours to receive instructions, notices or other communications by OIL or OIL's representative.

14.0 SUB-CONTRACTING OF WORK

Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent. In the eventuality of sub-contracting of work, Owner/Company will be informed in advance. However, the Contractor's liability or obligations will not get altered / delegated to sub-Contractor. If any sub-Contractor engaged upon the work at the site executes any work which in the opinion of the engineer in-charge is not in accordance with the contract documents, the Owner/ Company may give written notice to the Contractor advising him to terminate such sub-contracts and the Contractor on the receipt of such notice shall terminate such contracts.

15.0 POWER OF ENTRY

- 15.1 In case the Contractor does not commence work in the manner described in the contract documents or if he shall at any time in the opinion of the Engineer in charge:

- i) Fail to carry on the works in conformity with contract document /schedule or
- ii) Substantially suspend work or the works for a continuous period of 14 days without permission from the engineer in charge, or
- iii) Fail to carry on and execute the works to the satisfaction of the Engineer-in- Charge, or
- iv) Commit or permit any other breach of any of the provisions of the contract on his part to be performed. or
- v) If the Contractor abandons the works, or
- vi) If the Contractor during the continuance of the contract becomes bankrupt.

In any of such events, the Owner shall have the power to enter upon the works and take possession of the materials, temporary works, equipment, tools and stocks thereon, and to revoke the Contractor's order to complete the works by his agents, other Contractors or

workmen.

16.0 USE OF COMPLETED PORTIONS

16.1 Whenever in the opinion of the Owner the work or any part thereof is in a condition suitable for use and in the best interest of the Owner requires use, the Owner may take possession of the same. The Contractor shall, however, be not relieved of his pending obligations.

16.2 Prior to the date of final acceptance of the work by the Owner, all necessary repairs or renewals in the work or part thereof so used on account of defective materials or workmanship or due to the operations failure shall be at the expenses of the Contractor. Such use shall neither relieve the Contractor or any of his responsibilities under the contract, nor act as waiver by the Owner of the conditions thereof. However, if in the opinion of the Owner the use of the work or the part thereof delays the commissioning of the remainder of the work, the Owner may grant such extensions of time as it may consider reasonable. The decision of the Owner in the matter shall be final. The Contractor shall not be entitled to claim any compensation on account of such use by the Owner.

17.0 POWER OF THE ENGINEER-IN-CHARGE TO ORDER SUSPENSION OF WORK

The Engineer-in-charge may, from time to time by direction in writing and without invalidating the contract, order the Contractor to suspend the work or any part thereof at such time or times and for such reasons as he may consider necessary. After such directions to suspend the work or any part thereof has been given, then proceed with the work or part thereof, directed to be suspended until he receives a written order from the Engineer-in-charge to so proceed. In the event of suspension, the Owner may under the provisions of the contract, extend the time for restoration of the work or part thereof by such period as it may find reasonable. The decision of the Owner in the matter shall be final and binding on the Contractor.

18.0 **PAYMENT TERMS:** Payments shall be released in the following manner after signing of Agreement.

19.0 PAYMENT AGAINST RESTORATION COST OF WEGs/PLANT

Payment against each restoration activity (cost of material) of the defective WTGs shall be made on actual and as per the following terms:

a. 70% payment shall be released upon supply, acceptance and installation of the material.

b. 30% payment shall be released after commissioning of all defective WTGs.

20.0 PAYMENT PROCEDURE

The Contractor shall raise bills on monthly basis against the completed supply/works as per para 19.0 above, and 70% payments shall be released within 30 days against undisputed bills after adjusting liquidated damage etc., if any. 30% payment shall be made at the end of restoration period after commissioning of all defective WTGs.

21.0 RATES TO BE FIRM AND INCLUSIVE OF ALL TAXES

21.1 The rates quoted by the bidder shall remain firm inclusive of all taxes, duties and binding till restoration of the plant in all respect. The rates shall not be subject to escalation. Rates shall be deemed to include and cover all costs, expenses, taxes, duties, levies, royalties, foreign exchange variation, etc. and liabilities of every description and all risks associated in execution, for completing and handing over the work to the Owner by the bidder.

However, any statutory variation in the applicable rates taxes and duties including new taxes if any during the restoration period will be to OIL INDIA's account.

The bidder has to quote rate against all items in Proforma-B, Proforma-B1 and Proforma-B2. The quoted price should be equivalent to the market prices in vogue and not have a variance greater than 10% compared to current market price. The Owner has the right to seek justification and basis of estimate against the quoted price at any time of the Contract.

22.0 COMPLETION CERTIFICATE AGAINST RESTORATION ACTIVITIES

The contractor shall submit Restoration Completion Report of the plant to Owner against Restoration activities. The Completion Report shall consist of the following documents:

- (i) Certified Copy of Restoration Activities witnessed by OIL/OIL's Representative.
- (ii) Technical documents of the equipment replaced during the restoration works.

Invoices raised by O&M service Provider shall be complete in all respects supported by submission of all documents as mentioned above.

23.0 GUARANTEE / WARRANTEE: Any material, equipment and/or accessories which prove defective, or which fail to meet the design guarantee or Performance Guarantee during 12 months from the date of put to use of the equipment at respective WEG during restoration period, the Contractor shall replace / rectify at his own cost, such material, equipment and/or accessories.

24.0 STATUTORY APPROVALS FOR WORKS

- 24.1** All statutory approvals/permissions related to its operation & maintenance (O&M) as may be required under applicable law, rules shall be obtained by the Bidder. All fees shall be borne by OIL.
- 24.2** Inspection and acceptance of the work as above shall not absolve the Contractor of any of his responsibility under this contract.
- 24.3** If any penalty/levy becomes payable to the State Electricity Utility on account of low power factor of the wind power plant, the same shall be borne by the Contractor only.
- 24.4** All fee / charges payable to any statutory authority on account of operation & maintenance of wind power plant shall be borne by OIL.

25.0 96 HOURS SHORT TIME TEST RUN

- a. This short time test shall be conducted on all the WEGs.
- b. The test shall be carried out during conditions of high wind regime of site preferably otherwise to be done in low wind so that the machines are subjected to fluctuating wind thrusts and their mechanical endurance established.
- c. The test shall be considered successful if values of observed parameters of WEGs are found within the set values.
- d. For conducting this test, the WEGs shall be run continuously for 96 hours without any interruption. In case of interruption or stoppage of WEG during the test, the test shall not be considered to have been completed. In such an event the test shall be conducted afresh.

- e. The test shall be considered successful if values of observed parameters of WEGs are found within the set values.
- f. In case of non-conformance of the parameters of any component/item of WEG, replacement of the defective component shall be done and test repeated till such time it is successful.
- g. Clause deleted.

26.0 Clause deleted.

27.0 PROGRESS REPORT & WORK REVIEW MEETING : The contractor shall ensure that his designated project in charge shall submit monthly progress report (soft and hard copies) along with catch up plans against slippages to consultant and simultaneously to Owner. Owner shall hold review meetings with Consultant and Contractor at pre-defined periodicity.

28.0 COMMON FACILITIES : Common facilities are not covered in the scope. However, if required OIL may appoint third party / continue with same contractor. Contractor to extend all support to common facilities O&M operator for smooth functioning of plant.

29.0 MOBILIZATION CLAUSE:

- a) The successful bidder must mobilize to the site within 30 days from the issue of Letter of Award.
- b) Mobilization will be deemed to be completed upon completion of the following:
 - i) Mobilization of an O & M team comprising of minimum 7 people. O&M Service Provider to provide copies of ID cards and employment certificate/letter of appointment of mobilized personnel.
 - ii) The Bidder must mobilize tools, tackles and spares to the site ensuring that all the required equipment are readily available. Tools and tackles to be made available at site shall include but not limited to a generator alignment kit (laser), alignment kit for anemometer (anemometer), IR tester, earth resistance tester, vacuum cleaner, lifting equipment and other regular tools and tackles as required for the seamless routine O&M of the windfarm
 - iii) In terms of PPEs and safety equipment, the Bidder shall ensure that it provides full body harness, fall arresters, helmets, hand gloves, voltage detector, LOTO kit, Oxymeter, reflective jacket, gum boots, stretcher, ear plugs etc. to its O&M personnel deployed at site.

30.0 TAKE OVER PLAN:

- 1. Collection of the WTGs and USS Key of all 27 WTGs from the previous O&M Service Provider or OIL as applicable will mark the date of takeover of plant.

The date of takeover of the plant shall be the start date of Restoration Period : 6 months.

END OF PART - 6

PART - 7

SPECIAL CONDITIONS OF CONTRACT FOR OPERATION & MAINTENANCE (O&M) OF WIND POWER PLANT

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1.1 TERM OF O&M CONTRACT

The Contractor shall be responsible for Comprehensive Operation and Maintenance of the wind farm facility - complete WEGs and respective unit substations (USS) i.e. WEG and unit sub substation till 33 kV outgoing isolator at USS for a period of Ten (10) years from the takeover of the plant. The date of takeover of the plant shall be the start date of the contract. Collection of the WTGs and USS Key of all 27 WTGs from the previous O&M Service Provider or OIL as applicable will mark the date of takeover of plant.

1.1.1 BATTERY LIMIT

The battery limit for contractor during the period of O&M contract shall cover complete WEGs and respective unit substations (USS) i.e. WEG and unit sub substation till 33 kV outgoing isolator at USS.

1.2 SCOPE OF WORK

The Scope of Work for O&M Contact shall apply to the battery limit and include but not limited to the following: -

1. Supply of spares
2. Consumables
3. All Statutory compliances as applicable at the time of bidding.
4. Arrangement of Tools
5. Arrangement of Tackles
6. Crane Management
7. Testing
8. Liaising with all Government agencies
9. All administrative work
10. Maintaining records and submissions to all concerned authorities
11. Security
12. Coordination with the required agencies for revenue realization

The detailed scope of work is given in PART – 4 SCOPE OF WORK (OPERATION & MAINTENANCE)

All applicable laws of the land including environmental protection, pollution, sanitary, employment and safety laws, ("Government Rules") shall be complied.

1.3 PRUDENT UTILITY PRACTICE

Operator shall use all reasonable and practical efforts:

- To maximize plant capacity utilization
- To minimize plant downtime
- Optimize useful life of all the equipment of the wind energy plant.

1.4 Clause deleted.

1.5 MACHINE AVAILABILITY

- 1.5.1 Operator shall maintain all the WEGs of the wind power plant in a befitting manner so as to ensure minimum machine availability as defined in the clauses hereunder and elsewhere in the document. The machine availability shall be applicable after six months from takeover of the plant.

1.5.2 MACHINE AVAILABILITY FOR 3rd AND 4th QUARTER DURING 2nd HALF OF 1st O&M YEAR

Operator shall maintain a minimum of average 90% Machine Availability in each quarter i. e. 3rd and 4th quarter at the WEPP during the 2nd half (6 months) of the 1st O&M year. In the event the MA falls below the specified minimum percentage, the operator shall compensate the owner for the losses incurred due to such down time. The compensation arising out of such a case shall be calculated at the end of 3rd and 4th quarter individually as follows:

For working out of quarterly Average Machine Availability (M.A) of the wind farm following formula shall be considered:

Quarterly Average M.A of the wind farm shall be calculated in the following manner:

$$\text{Quarterly M.A for each WEG} = \frac{\{\text{total hours in the quarter} - (\text{FM} + \text{S} + \text{U})\} \times 100}{\{\text{total hours in the quarter} - (\text{FM})\}}$$

$$\text{Quarterly Average M.A of the wind farm (MAF)} = \frac{\text{Sum of the quarterly M.A calculated for each WEG}}{27 (\text{Total No. of WTG})}$$

Where, Recorded Hours = {total hours in the quarter – (FM + S + U)}

FM = Force Majeure hours

S = Scheduled Maintenance Hours for a Machine

U = Unscheduled or Forced Maintenance Hours for a Machine

1.5.3 MACHINE AVAILABILITY 2nd O&M YEAR ONWARDS

The Operator shall keep the four monthly average minimum machine availability of the Wind farm at not less than 96% during the months of high wind season i.e. May to August every O&M year.

The Operator shall keep the remaining eight monthly average minimum machine availability of the Wind farm at not less than 95% during the months of low wind season i.e. April & September to March every O&M year.

The Operator shall keep the annual average minimum machine availability for the individual WEG at not less than 85%

The operator shall guarantee for above minimum Machine Availability till facility as defined in battery limit.

- 1.5.4 For working out of Annual Average Machine Availability (M.A) of the wind farm 2nd O&M year onwards following formula shall be considered:

Annual Average M.A of the wind farm shall be calculated in the following manner:

$$\{8760 - (\text{FM} + \text{S} + \text{U})\} \times 100$$

Annual M.A for each WEG = -----
{8760 – (FM)}

Sum of the annual M.A calculated for each WEG

Annual Average M.A of the wind farm (MAF)= -----
No. of WEGs installed at site

Where, Recorded Hours = {8760 – (FM + S + U)}

8760 = Number of total hours for a machine in an year (i.e. 24x365 Days)

FM = Force Majeure hours

S = Scheduled Maintenance Hours for a Machine

U = Unscheduled or Forced Maintenance Hours for a Machine

1.6 PRE-DETERMINED MUTUALLY AGREED COMPENSATION

1.6.1 PRE-DETERMINED MUTUALLY AGREED COMPENSATION FOR 3rd AND 4th QUARTER OF 1st O&M YEAR

Quarterly machine availability compensation:

In case machine availability in each quarter i.e. 3rd and 4th quarter at the WEPP during the 2nd half (6 months) of the 1st O&M year period is less than the minimum guaranteed value of 90%, the Contractor shall pay compensation to OIL in the following manner:

$$\text{COM} = [(90 - \text{MAF}) \times C \times D] / 100$$

Where,

COM is compensation in Rs. payable to OIL,

MAF is machine availability factor as calculated in Clause 1.5.2

C is prevailing purchase rate (Feed-in-Tariff) as per PPA

D is actual average generation of energy in kWh of all the WEGs having MA 90% and above during this period excluding the generations of WEGs whose MA is below 90% during the period.

1.6.2 In case the Machine Availability is found to be less than as stated above then the Operator shall pay to the Owner Pre-determined Mutually Agreed Compensation as given at Clause No. 1.7 of this Section.

1.6.3 PRE-DETERMINED MUTUALLY AGREED COMPENSATION CALCULATION FOR 2ND O&M YEAR ONWARDS

In case the machine availability is less than minimum guaranteed value as stated in clause 1.5.3, Contractor shall pay compensation to OIL in the following manner:

(i) Individual annual machine availability

In case annual machine availability for any WEG is less than the minimum value of 85%, the Contractor shall pay compensation to OIL in the following manner:

$$\text{COM} = [(85 - \text{MAF}) \times C \times E] / 100$$

Where,

COM is compensation in Rs. payable to OIL,

MAF is machine availability factor as calculated in Clause 1.5.4

C is prevailing purchase rate (Feed-in-Tariff) as per PPA

E is the actual average generation of energy in kWh of the WEGs excluding the generations of WEGs whose generation is below 85% during the year.

The WEGs for which compensation against this clause is applicable, shall be considered as having 85% M.A. for any further compensation i.e. 95%/96% wind farm facility machine availability.

- (ii) During 4 months of a year period from May to August

Machine availability during 4 months of a year period from May to August shall be maintained at 96%.

In case machine availability of wind farm during this period is less than the minimum guaranteed value of 96%, the Contractor shall pay compensation to OIL in the following manner:

$$\text{COM} = [(96 - \text{MAF}) \times C \times D] / 100$$

Where,

COM is compensation in Rs. payable to OIL,

MAF is machine availability factor as calculated in Clause 1.5.4

C is prevailing purchase rate (Feed-in-Tariff) as per PPA

D is actual average generation of energy in kWh of all the WEGs having MA 96% and above during this period

- (iii) During remaining 8 months of a year period from April & September to March

Machine availability during 8 months of a year period from April & September to March shall be maintained at 95%.

In case machine availability of wind farm during this period is less than the minimum guaranteed value of 95%, the Contractor shall pay compensation to OIL in the following manner:

$$\text{COM} = [(95 - \text{MAF}) \times C \times D] / 100$$

Where,

COM is compensation in Rs. payable to OIL,

MAF is machine availability factor as calculated in Clause -1.5.4

C is prevailing purchase rate (Feed-in-Tariff) as per PPA

D is actual average generation of energy in kWh of all the WEGs having MA 95% and above during this period

1.7 Recovery of Compensation

The above Compensation will be deducted from price of Comprehensive O&M Contract or from the O&M Security Deposit.

The total combined Compensation on account of shortfall in machine availability (COM) for 3rd and 4th quarter of 1st O&M year shall be limited to 100% of the quarterly O&M contract values for that year.

The total combined Compensation on account of shortfall in machine availability (COM) from 2nd O&M year onwards shall be limited to 100% annual O&M contract value for that year.

Any Compensation arising out of guarantees during O&M period shall be adjusted against the O&M charges to be made to the Contractor on annual basis in the last quarter. However, machine availability shall also be calculated for each month & the same shall be intimated to the operator for necessary correction to increase the machine availability. Any compensation amount left to be recovered in the last quarter of the O&M period shall be recovered from the bills of the next O&M period.

1.8 GUARANTEE FOR MAINTAINING POWER FACTOR AND DRAWAL OF REACTIVE POWER

1.8.1 Power Factor

It will be the responsibility of the Operator to maintain power factor of the wind farm facility not less than the minimum requirement of TRANSCO / DISCOMs so as to minimize drawal of Reactive Power from State grid system. In the event of levy of any charges by State grid on account of lower power factor of applicable wind farm facility than the minimum mandatory requirement, such charges at an actual amount shall be deducted from the operator's bills / outstanding operator's credit amount.

1.8.2 Reactive Power (KVARh)

The operator shall ensure that the maximum reactive power drawn cumulatively by the WEGs annually shall not exceed 5% of the total generation of power by the WEGs. However the bidder can guarantee a lower percentage. In the event of drawl of Annual Reactive Power exceeding the guaranteed percentage of the total generated power by all the WEGs cumulatively and the Owner having to pay TRANSCO/Discoms for the excess over the guaranteed percentage the Operator shall financially compensate the Owner for such excess reactive power drawn.

For excess drawal of Reactive Power – Operator shall pay to the Owner for the quantity of Reactive power drawal in excess of the guaranteed percentage or 5% whichever is less at the rate as levied by the TRANSCO/Discom during the concerned period.

1.9 Clause deleted.

1.10 Clause deleted.

1.11 INSURANCE

1.11.1 By OIL

Insurance coverage against Fire and allied perils including earthquake, flood, storms, cyclone, tempest, insurance policy shall be taken by the Owner regularly during O&M contract period. In case of any loss/ claim covered under the policy, Operator shall immediately inform the same to Owner & take all necessary steps required to be taken at site and assist in filing and realizing the claim.

The Contractor shall replace the damages to equipment which occur on account of events covered under such Insurance Policies, without waiting for settlement of the insurance claim, based on estimation duly approved by OIL. OIL shall issue LOA / PO, wherever applicable, to go ahead and carry out repairs / replacement. On settlement of such claims by the Insurance Company, OIL will bear the additional cost of replacement / repair over and above the insurance claim settled. In the event of rejection of the above claim by Insurance Company, the entire replacement / repair cost will be borne by the Contractor and the amount, if any, given by OIL for repair / replacement will be refunded back by the contractor.

1.11.2 By Operator

Operator shall provide or obtain and maintain in force throughout the period of O & M contract the following insurance coverage:

- Insurance to cover third party liability along with an undertaking indemnifying the Owner from any such claim.
- Workmen compensation and /or group personal accidents Insurance policy covering all its employees and works. Insurance policy should also cover pilferage, theft, burglary.
- Contractor shall also affect and maintain any and all other insurance, which he may be required under any law or regulation or practice from time to time.
- Any replacement / repair /modification of any item /equipment shall be carried out by the Operator at his own cost for the quoted O&M period so as to have minimum machine down time irrespective of the fact that whether the Contractor takes the Machine Breakdown insurance policy or not. The owner shall not be responsible for any break down / failure of any equipment to any reason thereof except for the Force majeure / Fire & Allied Perils Events or extraneous reasons.
- Operator to ensure that they have taken all applicable insurance from the list under Clause no. 14.0 of General Conditions of Contract.

1.12 O&M CHARGES

Payment shall be made after all statutory deductions as applicable to such type of contracts. The rate quoted shall deem to be inclusive of all salaries and other cost, expenses of employees, cost of spares, cost of repair / replacement / modification of any

equipment or system for the entire period of Ten (10) years. The rates shall also be inclusive of tools & tackles, etc. and liabilities of every description and all risk of every kind to be taken in operation, maintenance and handing over the plant to the Owner by the operator. Owner shall not be responsible for any such liability on the operator in respect of this contract and exclusion of applicable taxes on the Bid Closing Date and Time prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date.

Subsequent to the date of submission of offer by the Contractor, if there is a change in taxes, regulations, levies, which results in additional cost/ reduction in cost to the Contractor on account of the operation under this contract, the Company / the Contractor shall reimburse/pay the Contractor/ the Company for such additional / reduced cost actually incurred.

1.13 PAYMENT

Payment period shall be on quarterly basis at the end of each quarter. The operator shall have to register in the Vendors Invoice uploading portal of OIL or as requested by OIL accordingly and upload their quarterly Invoice in the portal along with all relevant supporting documents. Quarterly payment will be released on submission of the following supporting documents as mentioned below:

- a. Employees PF payment receipt, Employees monthly attendance sheet duly signed, Employees ESIC, wage slip etc covering the period of claim. All these documents shall be required to upload in the vendor's Invoice uploading portal along with the digitally signed Invoice.
- b. All other supporting documents like Monthly Performance report related to Operation and maintenance of WTGs for the respective periods shall be submitted to OIL vide email or in hard copy.
- c. In case the actual machine availability is less than guaranteed then payments would be released after deduction of applicable compensation as per terms of Contract.
- d. Record of major components / sub-systems repaired or replaced during the quarter.
- e. Record of preventive maintenance carried out by the Contractor during the quarter and preventive maintenance plan for next quarter.
- f. Measurement sheet of monthly machine availability for each WEG as well as the complete plant with details of schedule and breakdown maintenance hours duly signed by the O&M in-charge and OIL/OIL's Representative.

1.14 SUBMISSION OF DAILY & MONTHLY GENERATION DATA STATEMENT

A daily report comprising energy generation, grid availability, breakdowns, generation hours, low wind hours, machine availability etc. shall be sent through e-mail and /or made available to Owner.

1.15 OPERATOR'S OFFICE AT SITE

The Contractor shall also provide and maintain a site office, at the site. Such office shall be open at all reasonable hours to receive instructions, notices or other communications by OIL or OIL's representative.

1.16 POWER OF ENTRY

In case the Operator does not execute the work in the manner described in the contract documents or if he shall at any time in the opinion of the Engineer-in-Charge:

- i) Fail to operate & maintain the plant in conformity with contract document or
- ii) Substantially suspend work or the works for a continuous period of 15 days without permission from the engineer in charge, or
- iii) Fail to carry on and execute the works to the satisfaction of the engineer in charge, or
- iv) Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed, or
- v) If the operator abandons the works, or
- vi) If the Operator during the continuance of the contract becomes bankrupt.

In any of such events, the Owner shall have the power to enter upon the works and take possession of the plant, materials, spares, equipment, tools and stocks thereon, and to revoke the Operator's license to operate the plant by his agents, other Operators or workmen.

1.17 HANDING OVER THE PLANT AFTER EXPIRY OF TERM

In the beginning of last year of expiry of term, the operator shall hand over the plant to the Owner in operationally fit and running condition. The operator shall demonstrate 96 hrs short run test of all WEGs along with the associated major & critical equipment to ensure that plant is operational and in good running condition in accordance with the norms of original equipment manufacturer. While handing over the plant, the operator shall hand over all technical documents, literature, and instruction manuals, lists of spare part & tools & tackles. The Operator will also hand over all the relevant record/documents.

1.18 DEFECTS / NON-ACHIEVEMENT PLANT DEPENDABLE CAPACITY AFTER HANDING OVER

In order that the Operator could obtain a Handing Over certificate, he shall rectify any defect / non achievement of plant dependable capacity in accordance with the norms of manufacturer arising from the defective Operation & maintenance practices or noncompliance of Prudent Utility Practices or that may have been noticed or developed during/ after the plant has been taken over, the period allowed for carrying out such works will be normally one month. If any defect could not be remedied or plant dependable achievement capacity in accordance with the norms of manufacturer could not be achieved within a reasonable time the Owner may proceed to do the work at operators risk and expense and deduct from the final bill such amount as may be decided by the Owner.

All the aforesaid safeguards /rights provided for the Owner shall not prejudice its other rights/remedies elsewhere provided herein and/or under law.

1.19 FINAL PAYMENT

Whenever, in the opinion of the Engineer-in-charge, the Operator has completely performed the contract on his part, the Engineer in-charge will so certify in writing to the Operator.

Final payment to the Operator shall be made after accounting for all the previous payments/advances/adjustments of dues, provided always that Operator furnishes a "NO Further Claim - No Dues Certificate". The release of final payments does not relieve the Operator from his any other obligations as provided for in the contract.

Owner shall deduct statutory taxes at source as per prevailing rates from bills of the Operators.

1.20 FAILURE OF THE OPERATOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT

1.20.1 If the contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the Owner at its option by written notice to the Contractor to: -

- (a) Determine the Contract: In which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, whereupon the contractor shall stop forth with any of the contractor's work then in progress, except such work as the Owner may, in writing, requires to be done to safeguard any property or work, or installations from damage, and the owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through fresh contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost at the rates specified in the schedule of quantities and rates.
- (b) Without determining the Contract: To 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 his sureties are liable to the Owner for any excess cost over and above the cost at the rates specified in the schedule of quantities/ rates, occasioned by such works having been taken over and completed by the Owner.

(c) In other cases, the decision of the Owner is binding on the contractor.

1.20.2 In such events of clause 1.20.1 (a) or (b) above

- (a) The whole or part of the security deposit furnished by the Contractor is liable to be forfeited without prejudice to the right of the Owner to recover from the contractor the excess cost referred to in the sub-clause aforesaid, the Owner shall also have the right of taking possession and utilizing in completing the works or any part thereof, such of materials, equipment and plants available at work site belonging to the contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- (b) The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of six (6) calendar months reckoned from the date of termination of contract or from the taking over of the work or part thereof by the Owner as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall under the contract, rest exclusively with the contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Owner under the terms of the contract authorized or required to be reserved or retained by the Owner.

1.20.3 Before determining the contract as per clause 1.20.1 (a) or (b) provided in the judgment of the Owner, the default or defaults committed by the Contractor is/are curable and can

be cured by the Contract if an opportunity given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.

1.20.4 The Owner shall also have the right to proceed or take action as per 1.20.1 (a) or Clause 1.20.1(b) above, in the event that the contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the contract in favour of his Creditors or any other person or persons or being a company or a corporation goes into liquidation, provided that in the said events it shall not be necessary for the Owner to give any prior notice to the contractor.

1.20.5 Termination of the Contract as provided for in sub-Clause 1.20.1 (a) above shall not prejudice or affect their rights of the Owner which may have accrued up to the date of such termination.

1.21 **Clause deleted.**

1.22 **Clause deleted.**

1.23 ~~SUB-CONTRACTING OF WORK~~

Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent. In the eventuality of sub-contracting of work, Owner/Company will be informed in advance. However, the Contractor's liability or obligations will not get altered / delegated to sub-Contractor. If any sub-Contractor engaged upon the work at the site executes any work which in the opinion of the engineer in-charge is not in accordance with the contract documents, the Owner/ Company may give written notice to the Contractor advising him to terminate such sub-contracts and the Contractor on the receipt of such notice shall terminate such contracts.

END OF PART-7

PROFORMA-A**List of items to be imported (in connection with execution of the Contract)****TENDER NO. GEM/2023/B/3380419**

Sr l#	Item Description	Qty /Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code	Rate of Customs Duty
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L	M

- (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable in nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorised Person's Signature: _____**Name:** _____**Seal of the Bidder**

BID FORM

To
OIL INDIA LIMITED
For GM-C&P
RAJASTHAN FIELD
JODHPUR-342005

Sub: IFB No. GEM/2023/B/3380419

Gentlemen,

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

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

If our Bid is accepted, we will obtain the guarantee of a bank as mentioned in the tender for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 20__.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Tender No. : GEM/2023/B/3380419

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

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

(Authorised Signatory).

Name of the Bidder_____

NOTE: OIL INDIA LIMITED expects the Bidders to fully accept the terms and conditions of the bid document. However, should the Bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

Ref. No.

FORM OF BID SECURITY (BANK GUARANTEE)

Bank Guarantee No.

TO

OIL INDIA LIMITED

For GM-C&P

RAJASTHAN FIELD JODHPUR-342005

WHEREAS, (Name of Bidder) (hereinafter called “the Bidder”) has submitted their Bid No. datedfor the provision of certain OILFIELD services (hereinafter called “the Bid”) against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR (hereinafter called the “Company”)’s IFB No..... KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto the Company in the sum of (.....)* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this Day of , 2023.

THE CONDITIONS of this obligation are:

A. If the Bidder withdraws their bid during the period of bid validity specified by the Bidder;

Or

B. If the Bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:

- fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders in the tender documents, or
- fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders in the tender documents;

Or

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR.....

Name of Bank & Address.....

Witness

Address.....

(Signature, Name and Address)

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan, Assam and Rajasthan Project Office at Jodhpur in the State of Rajasthan, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

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

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

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

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

- a) General Conditions of Contract, (Part-3)
- b) Scope of Work/Terms of Reference/Technical Specification, (Part-4)
- c) Technical Specifications, (Part-5)
- d) Special conditions of contract, (Part-6 & Part-7)
- e) Estimated CIF value of items at the time of import, (Proforma-A)
- f) Price Schedule Format, (Proforma-B)
- g) Bid Form, (Proforma-C)
- h) Statement of Compliance, (Proforma-D)
- i) Proforma of Bank Guarantee towards PP-LC (Proforma -L)
- j) Proforma of Bank Guarantee towards Ultimate Parent/Supporting Company (Proforma -P)

- k) Sample Agreement Form (Proforma-G)
- l) General HSE Guidelines (Appendix-A)
- m) Procedure for obtaining Labour Licence (Appendix-B)
- n) Undertaking regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India (Appendix-C)

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

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

IN WITNESS thereof, each party has executed this contract at Jodhpur, Rajasthan as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

For and on behalf of Contractor
(M/s. _____)

Name:

Status:

In presence of

1.

2.

* Bidders are NOT required to complete this form.

PROFORMA LETTER OF AUTHORITY

TO
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Project
Jodhpur-342005
Rajasthan, India

Sir,

Sub: OIL's IFB No. GEM/2023/B/3380419

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

Date: _____

TO

GM (C&P)

Contracts & Purchase Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

Sub: OIL's e-Tender No. GEM/2023/B/3380419

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **GEM/2023/B/3380419**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
 - (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.

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

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

..... For the Principal Date : Place : For the Bidder/Contractor Witness 1: Witness 2:
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PROFORMA - L

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To

Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever

which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to INR in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20____ at _____

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and address
(in legible letters)
With Bank

WITNESS NO.2

Attorney as per power of
Attorney No. _____
Dated _____

(Signature)
Full name and official address
(in legible letters)
Stamp

Provisions for procurement of Services pertaining to Oil & Gas business activities covered under Purchase Preference Policy (linked with Local Content) (PP-LC).

This tender will be governed by the Purchase preference policy (linked with Local Content) (PP-LC) of Ministry of Petroleum & Natural Gas, Government of India. Indian Bidders are advised to refer notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 & notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and their subsequent amendments from MoP&NG, if any, and submit the necessary documents, declaration, undertaking etc. as per the policy guidelines along with their bid. As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 20% of the L1, subject to matching the L1 price. The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates. Bidders seeking Purchase preference (linked with Local Content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide original notification of the policy and subsequent amendments applicable as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non-Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria). In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks EMD exemption under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. Evaluation of bids with reference to PP-LC policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to PP-LC policy and denial of benefits under the policy.

Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.

The bidder, who has been awarded the contract after availing Purchase Preference linked with Local Content, shall have to submit additional Bank Guarantee (format attached at Proforma-L) equivalent to the amount of Performance Security against the tender.

A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR Crores	NET WORTH In INR Crores

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

FORM OF PERFORMANCE BANK GUARANTEE FOR PARENT COMPANY

To

**M/s OIL INDIA LIMITED (OIL)
RAJASTHAN FIELD
JODHPUR , RAJASTHAN - 342005**

WHEREAS (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. to execute ----- (Brief Description of the Work) (hereinafter called "the Contract").

Further, M/s (Name of the ultimate parent) having its

registered/head office at is the **"Ultimate Parent"** of

"Supporting Company" M/s..... (Name of the supporting company with address)/M/s..... (Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/ **"ULTIMATE PARENT"**, which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the **"Supporting Company"/ "Ultimate Parent"** (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the **"ULTIMATE PARENT"**, shall furnish to OIL a performance guarantee for Indian Rupees/US\$ towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give the **"ULTIMATE PARENT"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT"**, up to a total of (Amount of Guarantee in figures)

(in words), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor / **ULTIMATE PARENT** before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the day of . The details of the Issuing Bank and Controlling Bank are as under:

C. Issuing Bank:

BANK FAX NO:

BANK EMAIL
ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

D. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS

Designation

Name of Bank

Address

Witness

Address

Date:

Place:

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

- i) "MT 760/MT 760 COV" for issuance of bank guarantee.
- ii) "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS CODE - UTIB0000057; SWIFT CODE: AXISINBB057.

Branch Address - Axis Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003.

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

APPENDIX-A

GENERAL HSE POINTS

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

2.0 Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protective footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated by the Mine Owner/Agent/Manager who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager.

6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site

7.0 All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9.0 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10.0 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 the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

11.0 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.

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

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.

15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.

16.0 The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.

18.0 Records of daily attendance, accident report etc. are to be maintained in Form B.E.J (as per Mines Rules 1955) by the Contractor.

19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.

20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor.

23.0 When there is a significant risk to health, environment or safety of persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

27.0 The contractor shall comply and follow the regulations of OMR 2017 and any subsequent amendments

Appendix-B

Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

APPENDIX-C

**Format for Undertaking by Bidders towards compliance of office memorandum
F.No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by
Department of Expenditure, Ministry of Finance, Govt. of India
(To be typed on the letter head of the bidder)**

Ref. No. _____

Date _____

Tender No. _____ **Dated** _____

OIL INDIA LIMITED

Dear Sirs,

"We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]"

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This form should be returned along with offer duly signed.

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / WHOLLY OWNED SUBSIDIARY COMPANY (As the case may be)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as Bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/ Subsidiary Company (Delete whichever not applicable)" of the other part:

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/ Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the Bidder for successful execution of the contract, if awarded to the Bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main Bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/ Subsidiary Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the Bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the Bidder.
3. This agreement will remain valid till validity of Bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the Bidder
4. It is further agreed that for the performance of work during contract period Bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the contract.
5. However, the Bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)

For and on behalf of

(Parent Company/Subsidiary Company (Delete whichever not applicable)

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE (Delete whichever not applicable)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (Mention complete name) a company duly organized and existing under the laws of (Insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, and having an office, amongst others, at Kakinada, Andhra Pradesh, and Jodhpur, Rajasthan, India hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

M/s (Mention complete name), a company duly organized and existing under the laws of (Insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company / **Wholly Owned Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
4. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor’s obligations hereunder.
5. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.

6. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.
For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____

Common seal of the Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE

1. Guarantee shall be executed on stamp paper of requisite value and notarized.
2. The official(s) executing the guarantee shall affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by the Company Secretary shall be furnished alongwith the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company shall also be enclosed alongwith the Guarantee.

"Obligation contained in the deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject"

FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as "Bidder" of the first part and M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Companies of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the Bidder for successful execution of the contract, if awarded to the Bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the Bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Bidder.
3. This agreement will remain valid till validity of Bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the Bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the Bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

For and on behalf of
(Sister Subsidiary /
Co-subsidiary)

For and on behalf of
(Ultimate Parent / Holding
Company)

M/s.
Witness
1)
2)

M/s.
Witness
1)
2)

M/s.
Witness
1)
2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS
FINANCIAL STANDING** (Delete whichever not applicable)
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)
DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s
(mention complete name) a company duly organized and existing under the laws of
(insert jurisdiction/country), having its Registered Office at hereinafter
called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or
context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No.
_____ for _____ and M/s _____ (Bidder) intends to bid
against the said tender and desires to have Financial support of M/s
_____ [Parent/Ultimate Parent/Holding Company (Delete whichever not applicable)]
and whereas Parent/Ultimate Parent/Holding Company (Delete whichever not applicable)
represents that they have gone through and understood the requirements of subject tender and
are capable and committed to provide the Financial support as required by the bidder for
qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR (or equivalent USD) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
 - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
 - (b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
 - (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
 - (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
 - (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
 - (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Bidder)
Company)

Witness:

- 1.
- 2.

For and on behalf of
(Parent/Ultimate Parent/Holding

(Delete whichever not applicable)

Witness:

- 1.
- 2.

Annexure-X

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. GEM/2023/B/3380419 **Dated _____**

To,
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

END OF TENDER DOCUMENT