

OIL INDIA LIMITED
RAJASTHAN FIELD
JODHPUR

AMENDMENT No. 5 Dated 04.05.2023
To TENDER No. GEM/2023/B/3107358

This amendment against Tender No. GEM/2023/B/3107358 is issued as under:

- 1.0 Revised Tender Document Along with Revised Proforma-A1, Proforma-A2, Proforma-C and Attachments I to IV 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 All other terms & Conditions remain unchanged.



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

**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: 04.05.2023

GEM Availability Report No. GEM/GARPTS/09022023/3HVG21048CLA

Sub: Tender No. GEM/2023/B/3107358 for Hiring of Cementing & BHP services for Thermal and Non-thermal completion of vertical/deviated wells in PML & OALP blocks of Oil India Limited in Rajasthan Field for a period of Two (2) years.

Dear Sirs,

1.0 Rajasthan Fields of OIL INDIA LIMITED (OIL) a Government of India Enterprise, is engaged in exploration and production of Natural Gas and experimental production of Heavy Oil/Bitumen from western Rajasthan. The Office is situated at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India.

2.0 For your ready reference, few salient features (Covered in details in this bid document) are highlighted below:

IFB No./ Tender No.	GEM/2023/B/3107358
a. Type of IFB.	GEM Open Tender
b. Bid Closing Date & Time.	As mentioned in GEM portal
c. Bid(Technical) Opening Date & Time	As mentioned in 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 on Government e-Marketplace (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. Bid Security	INR 41,40,000.00
i. Bid Security validity	150 days from original Bid closing date
j. Amount and Validity of Performance Security.	Performance security @3% of annualized contract value is applicable against this contract valid up to 3 months from date of expiry of contract
k. Duration of the Contract.	Two (02) years
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 Conference Date	01.03.2023 at 11:30 hrs (IST).
o. Last Date of receipt of Queries.	28.02.2023 up to 17:30 Hrs (IST)

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 **01.03.2023 at 11:00 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 28.02.2023 up to 17:30 Hrs (IST).

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 OIL'S E-PROCUREMENT:**

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 28.02.2023 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 along with tender amendments on GEM portal. Queries / Clarifications against the tender received beyond 28.02.2023 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:** Bidders shall take note of the following important points while participating in OIL's GEM tender:

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/3107358" and addressed to GM (C&P), OIL INDIA LTD., Rajasthan Field, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan (India):

- a) Original Bid Security
- b) Printed catalogue and Literature, if called for in the tender.

- c) Power of Attorney for signing the bid.
- 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. A scanned copy of the Bid Security shall also be uploaded by the Bidder along with their Technical Bid in OIL's E-procurement site.

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 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)

INSTRUCTIONS TO BIDDERS

- 1.0 **Eligibility of the bidder:** The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC) 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
 - c) Bid Evaluation Criteria
 - d) General Conditions of Contract
 - e) Scope of Work
 - f) Special Conditions of Contract
 - g) Schedule of Rates,
 - h) List of items (equipment, tools, accessories, spares & consumable) to be imported in connection with execution of the contract showing CIF value, (Proforma-A1 & A2)
 - i) Price Schedule Format, (Proforma-B)
 - j) Bid Form, (Proforma-C)
 - k) Statement of Compliance, (Proforma-D)
 - l) Bid Security Form, (Proforma-E)
 - m) Performance Security Form, (Proforma-F)
 - n) Sample Agreement Form (SLA)
 - o) Proforma of Letter of Authority (Proforma-H)
 - p) Authorisation for Attending Bid Opening (Proforma-I)
 - q) Integrity Pact (Proforma -J)
 - r) Proforma of Bank Guarantee towards PP-LC (Proforma -L)
 - s) Purchase preference policy-linked with Local Content (PP - LC) (Proforma -M)
 - t) Certificate of Compliance of Financial Criteria (Proforma -N)
 - u) Technical Evaluation Matrix (Proforma-O)
 - 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-subsubsidiary 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 bid")
- a) Complete technical details of the services offered.
 - b) Documentary evidence established in accordance with Clause 9.0.

- c) Copy of 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) Declaration as per Appendix-C
- i) Undertaking as per PP-LC policy
- j) 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 OIL's E-procurement portal in the "Notes & Attachments" Tab:

- a) Proforma-A showing the items to be imported with the CIF values
- b) Price-Bid Format as per Proforma-B
- c) Bid Form as per Proforma-C
- d) Breakup of Local Content and Import Content

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, Assam Entry 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) 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/online payment through OIL's e-portal/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 Bidding 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 Limited, Rajasthan Field, 2A, District Shopping Centre, Saraswatinagar, Basni, JODHPUR – 342005 (Rajasthan) in a sealed envelope which must reach GM-C&P's office on or before the Bid Closing date & 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.

The Bank details are as under:

- 10.15 Bidder can also submit Bid security through the Online EMD payment gateway on OIL's e-portal. If the bidder submits the EMD through this mode, bidder to upload the EMD payment receipt generated from OIL's e-tender portal along with their technical bid.
- 10.16 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 and subsequent amendments 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, 2022 as per CG-DL-E-19012022-232763 dated 19.01.2022.

11.3 The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the Udyam Registration Number (URN) with Udyam Registration Certificate (URC) for availing the benefits applicable to MSEs.

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 10.0 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 **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 e-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 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:** Not Applicable.

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 above 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.

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 using.

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

- 17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's debarment 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 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, and such other details as the Company may consider appropriate.
- 19.4 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.
- 19.5 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.
- 19.6 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.

- 19.7 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)** 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:** Not applicable.
- 22.3 **EXCHANGE RATE RISK:** Since Indian Bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.
- 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 (thirty) 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 @3% of annualized contract value is applicable against this contract. The Performance Bank Guarantee shall be denominated in the currency of the contract.
- 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 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.
- 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 OIL's e-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 OIL's E-portal with digital signature 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 e-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

- 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 along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 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.

NOTE: However, financial documents having Unique Document Identification Number (UDIN) are not required to be verified by the Third Party Agency.

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 **COMPLIANCE OF OFFICE MEMORANDUM F.NO. 7/10/2021-PPD DATED 23RD FEBRUARY, 2023:** Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 7/10/2021-PPD dated 23rd February, 2023 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 any procurement whether goods, services (including consultancy and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from the country which shares a land border with India, shall also require to be registered with the competent authority.

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

40.3 "Bidder (or entity) from a county 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.

40.4 The beneficial owner for the purpose of (iii) above will be as under:

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

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

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

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

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

40.4.4 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;

40.4.5 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.

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

40.6 Applicable for Works contracts only:

40.6.1 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.

40.6.2 The registration shall be valid at the time of the submission of bid and at the time of acceptance of bid.

40.6.3 If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

41.0 PURCHASE PREFERENCE FOR MICRO & SMALL ENTERPRISE: Categorisation

41.1 and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and subsequent amendments 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, 2022 as per CG-DL-E-19012022-232763 dated 19.01.2022.

- 41.2 The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the Udyam Registration Number (URN) with Udyam Registration Certificate(URC) for availing the benefits applicable to MSEs.
- 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. 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.
- 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.
- 42.1 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. In case a bidder seeks EMD exemption benefit under MSE policy, they shall be eligible for Purchase Preference under MSE Policy only.
- 43.0 **Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform**
- 43.1 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.

- 43.2 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.
- 43.3 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.
- 43.4 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).

- 44.0 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

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.

BID EVALUATION CRITERIA (BEC)

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document. Cover letter of the technical bid must be provided along with a table of contents classifying the documents. The company may ask the bidder to submit additional documents as necessary. All Proformas and documents must be submitted by the bidder along with the technical bid failing which the bid may summarily be rejected.

I. TECHNICAL CRITERIA :

1.1 Bidder:

- i) 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.
- 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.
- 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.
- 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:
 - (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.
 - (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 minimum LC requirement (above 20%) and such undertaking shall become a part of the contract, if awarded (Format enclosed).
 - (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**.
 - (d) Bidder to submit a copy of their Certificate of Incorporation in India, except for Proprietary/Partnership firms who have to submit Registration certificate.

(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.

1.2 **(A) Experience:**

1.2.1 **Bidder's Experience:**

- i. The Bidder must have minimum 05 (five) years operational experience as on original scheduled Bid Closing Date (BCD) in providing Cementing & Bulk Handling Plant services as detailed in Scope of Work (SOW) including supply of cementing equipment (i.e. Cementing Unit, Batch Mixer, Transport Silo, BHP Unit, Cementing Heads, Cementing Packers, fittings & accessories) and additives to oil/gas wells for E&P Companies. **Documentary evidence supporting Bidder's experience must be enclosed along with the Technical Bid.**
- ii. Bidder must have successfully executed at least one similar nature work valuing not less than INR 9.45 crores in last seven (07) years reckoned from the original scheduled Bid Closing Date. **Documentary evidence in the form of duly attested copies of contracts/work orders and completion certificates/payment certificates etc. issued by clients to be submitted along with the Technical Bid.**
- iii. Documents establishing successful execution of contracts as above must be submitted along with the bid, failing which the offer will be rejected. These documents should be as under:

Contract/Agreement copy along with satisfactory completion/performance report clearly mentioning Contract/Agreement No. along with contract value and volume of job completed.

OR

Contract/Agreement copy with proof of settlement against the contract certifying the value and volume of job completed.

Note: Similar nature works means providing cementing & BHP services for oil/gas wells for any E&P Company by deploying qualified and experienced personnel along with necessary equipment & tools.

- 1.2.2 If the bidder is executing similar contract which is still running and the contract quantity executed prior to original date of bid submission is equal to or more than the value and experience mentioned in para (i) & (ii) of clause no. 1.2.1 above, such experience will also be taken into consideration, provided that bidder has submitted satisfactory service execution certificate issued by the employer.

- 1.2.3 In case the bidder already has experience of satisfactorily executing similar contract for OIL INDIA LIMITED with executed contract quantity and experience equal to or more than the quantity mentioned in para (i) & (ii) of clause no. 1.2.1 above, during last seven (07) years reckoned from the original bid closing date, then they should mention the OIL's contract No(s). in the technical bid which have been successfully executed by them and need not require to submit the documentary evidence. The offer will be summarily rejected, if the Bidder neither submits the documentary evidences as above nor indicates OIL's last executed contract number & date in their technical bid.

1.2.4 **Experience of Bidder's Personnel:**

The Bidder must **confirm** to deploy qualified, experienced and competent manpower for carrying out the cementing and other associated operations against the contract as mentioned hereunder :

- (a) One Cementing Engineer proposed to be engaged on regular basis having independent work experience of minimum five (5) years in oil/gas wells primary and secondary cementing jobs. He should also be well-versed in cementing process execution in completion of wells which are going to be exposed to 300 deg C to 350 deg. C steam circulation during Cyclic Steam Stimulation (CSS) process for exploration of heavy oil with adequate work experience.
- (b) One Bulk Handling Plant Operator with two (02) years experience in oil/gas wells cementing jobs and two (02) number helpers for Bulk Handling Plant having one (01) year relevant experience proposed to be engaged on regular basis.
- (c) One (1) mechanic/technician for maintaining the entire unit having minimum two (2) years relevant experience proposed to be engaged on regular basis.
- (d) One operator for Pneumatic Transport Silo having two (02) years experience in transportation of cement in oil field areas proposed to be engaged on regular basis.

1.3 Bidding Through Incorporated Joint Venture:

- 1.3.1 In case, the Bidder is an Indian joint venture Company, then the JV company should meet the experience criteria as per clause no. 1.2.1 above.
- 1.3.2 Also, in case the Indian Joint Venture Company (incorporated JV) does not meet the minimum experience criteria as per clause no. 1.2.1 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.
- 1.3.3 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.

NOTE: In case the contract is awarded based on the bid submitted as per Clause 1.3.2 above, in order to meet the commitment from the Joint Venture partner - all key personnel above shall be from the pay roll of the Joint Venture partner for the full duration of the contract.

1.4 Bidding Through Technical Collaboration:

- 1.4.1 In case, the Bidder is an Indian Company bidding through technical collaboration, the bidder should meet the experience criteria as per clause no. 1.2.1 above. The Indian Bidder shall maintain minimum 20% local content as mentioned in clause 1.1 above.
- 1.4.2 Also, in case the Indian Company does not meet the minimum experience criteria as per clause no. 1.2.1 above, they may also submit the bid on the strength of Technical Collaborator (in case of technical collaboration). However, Technical

collaborator at its own shall meet the laid down experience criteria and not based on collaboration with some other firm(s). Also, the Indian company (in case of technical collaboration) must meet the financial criteria under Clause No. 2.1 and 2.2 below.

- 1.4.3 Indian bidders quoting based on technical collaboration, shall submit a Memorandum of Understanding (MOU) with their technical collaborator 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.

NOTE: In case the contract is awarded based on the bid submitted as per Clause 1.4.2 above, in order to meet the commitment from the Technical collaborator - all key personnel above shall be from the pay roll of the Technical collaborator for the full duration of the project.

- 1.5 **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 in clause 1.1 above), the following requirements must be satisfied by the Bidder:**

- 1.5.1 The leader of the consortium or the consortium members must satisfy the minimum experience criteria as per clause no. 1.2.1 above.
- 1.5.2 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.
- 1.5.3 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.
- 1.5.4 The Performance Security shall be in the name of the Leader on behalf of the Consortium.
- 1.5.5 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.

- 1.5.6 Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
- 1.5.7 OIL may consider direct payment to individual consortium members within the same vertical, provided the consortium, so formed, is complied with terms of Circular no. 07/2016 dated 07.03.2016 issued by the Central Board of Direct Taxes (CBDT). Besides, for direct payment mobilized for their part of scope of works, the same should be clearly indicated in the bid as well as in MoU along with member-wise details of price break-up. However, no separate Purchase orders will be issued, and the payment will be made only in INR. Moreover, each such invoice should be authorized by the leader of the consortium.
- 1.5.8 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.
- 1.5.9 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.
- 1.5.10 **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 derive 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. The members of the consortium shall not be more than three.
- 1.5.11 **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 severally.
- 1.5.12 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.
- 1.5.13 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 authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.
- 1.5.14 The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised.
- 1.5.15 Borrowing support from parent/supporting company by individual consortium members is not allowed to meet the technical as well as financial evaluation criteria.
- 1.6 **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 no. 1.2.1 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.

- 1.7 **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 no. 1.2.1 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:
- 1.7.1 Provided that the sister subsidiary/co-subsidiary company and the bidding company are both directly owned 100% subsidiaries of an ultimate parent/holding company.
- 1.7.2 Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in clause 1.2 above and not through any other arrangement like technical collaboration etc.
- 1.7.3 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.
- 1.8 In the situations mentioned in clauses **1.6** and **1.7**, following conditions are required to be fulfilled/documents to be submitted:
- 1.8.1 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 Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based ultimate parent does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security amount required to be submitted by the ultimate parent. In such case bidding company shall furnish an undertaking that their foreign based ultimate parent is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- 1.8.2 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.

NOTE: In case Supporting Company fails to submit Performance Bank Guarantee as per 1.11.1 above, Bid Security submitted by the bidder shall be forfeited.

- 1.9 Bids from Primary Bidder meeting the experience criteria of the Tender as a Service Provider and submitting bids with the option of provisioning the consumables through third party on direct sale basis to OIL are also acceptable. The Primary Bidder shall however, take full responsibility for delivering the consumables at well-site at Baghewala/Dandewala, or any other areas not specified in Jaisalmer/Bikaner District including customs clearance without any interruption in operation and without any extra cost to OIL.

NOTE: Bidders should quote for all the above-mentioned Cementing Engineer, Bulk-Handling Plant Operator, Technicians/Mechanic, Helpers and Operator for Transport Silo to be posted at well-site failing which the offer will be rejected outright. Bidder should take note of that.

- 1.10 Any party who is extending support by way of entering into consortium, Joint Venture agreement, technical collaboration or MOU 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.
- 1.11 Joint venture partnership with a firm bidding as an independent identity against this tender, will not be accepted.

1.12 **Other Requirements:**

- 1.12.1 The Bidder as the primary entity must be financially and organizationally sound. On the Bid Closing Date (BCD) they must be in possession of the Cementing Unit, Batch Mixer, BHP Unit, Transport Silo & other accessories offered (owned or leased). Bidders must categorically confirm the same in their Technical Bids. In case of leased equipment, the Bidder must submit a proof of ownership of the proposed unit along with a Memorandum of Understanding (MOU) with the owner of the equipment that the lease will be valid throughout the period of the contract.
- 1.12.2 The offered Cementing Unit consisting of cement mixing and circulating system, Bulk-Handling Plant, Batch Mixer & Transport Silo should conform to the specifications detailed in Part-3, Section-II (Scope Of Work). Bidders must categorically confirm the same in their Technical Bids.
- 1.12.3 **Identification of the Cementing Unit, Batch Mixer & BHP:** All the bidders are required to identify the Cementing Unit, Batch Mixer & BHP at the time of submission of the bid with documentary proof thereof, confirming availability of the Cementing unit, Batch mixer & BHP for this contract.
- 1.12.4 Offers with identified Cementing package but with the condition “subject to availability” may be considered for techno-commercial evaluation. However, the bidders shall have to confirm the availability of the Cementing package at least one week prior to Price bid opening. The date of Price bid opening will be intimated to the bidder subsequently.
- 1.12.5 Bidder would not be allowed to substitute the Cementing unit once offered by them in their Bid during the period of bid validity. Bidder has to specifically agree to the clause and confirm while bidding.
- 1.12.6 Bidder must categorically confirm to provide the Additional Call Out Services as per clause 11 of Annexure II of Scope of Work.
- 1.12.7 Bidder must categorically confirm to carry out operations in multiple rigs in the region at the same Terms and Conditions of the contract.

1.13 **Brief Specifications of Vital Components are given below:**

1.13.1 **Vintage:** Cementing Unit, Batch Mixer, Bulk handling plant, Transport silo and other surface tools/equipment must not be of more than 15 (fifteen) years old as on original Bid Closing Date (BCD) of the tender and to be counted from the date of manufacture.

1.13.2 **Inspection:** The inspection and certification should be done by any one of the following inspection agencies for inspection of the Cementing Unit, Bulk-Handling Plant, Transport Silo, Batch Mixer and other surface tools / accessories and the cost of the third party inspection will be borne by the Bidder.

(a) **DNV-GL**

(b) **Bureau Veritas**

(c) **ITES**

(d) **LLOYDS**

(e) **IRCLASS System and Solutions Private Limited**

The Bidder must submit the Third Party Inspection Certificate along with the technical bid without which the bid will be summarily rejected.

Note: The certificate should clearly indicate and confirm without any ambiguity the following:

- (i) Name and address of the Owner of the entire Unit after due verification of all the relevant documents.
- (ii) Confirmation that the Unit meets the technical specification as laid down in the Tender Document.
- (iii) Make, Model, Capacity or vital specifications, Date of manufacture etc. as inspected for each critical/major component of the Unit along with duly filled-in all necessary Proforma, Annexures etc. enclosed in the Tender Document.
- (iv) In case of new Unit, the Bidder should **submit a certificate in original** from the Manufacturer along with the Technical Bid. The certificate from Manufacturer should also clearly indicate the committed date of readiness of the complete Unit for shipment after due inspection and certification from any one of the 3rd party inspection agencies specified above prior to shipment.
- (v) The Bidder must confirm to carry out another Third-Party Inspection from the agencies mentioned above prior to mobilisation at their own cost.

1.14 **MOBILIZATION PERIOD:** The Bidder shall mobilize the entire Unit, tools/equipment/chemicals/consumables and personnel within **60 (Sixty) days** (max.) from the date of issuance of Letter of Award (LOA) / issue of mobilization notice of the contract. Company prefers earliest mobilization. Bidders must categorically confirm the same in their Technical Bids. Bids offering mobilization time more than **60 (Sixty) days** will be summarily rejected. Mobilization period for Additional Call Out Services as per clause 11 of Annexure-II of Scope Of Work shall be 30 days from the date of issuance of notice.

II. FINANCIAL EVALUATION 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 9.45 Crores**.

2.2 "**Net Worth**" of the Bidder should be positive for the preceding financial/ accounting year.

[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"]

- 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.
- 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 affidavit/undertaking certifying that ***"The balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited so far"***.

Notes :

- (a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-
- 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.
- OR
- ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign Bidders, self-attested/ digitally signed printed published accounts are also acceptable.
- 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.
- 2.5 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.
- 2.6 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 4.72 Crores.**
- 2.7 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.
- i) Turnover of the parent/ultimate parent/holding company should be in line with Para 2.1 above.
 - ii) Net Worth of the parent/ultimate parent/holding company should be positive.
 - iii) Corporate Guarantee on parent/ultimate parent/holding company's company letter head signed by an authorised 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.
 - iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.

III. 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.
- 3.2 Bidder shall offer firm prices. Price quoted by the successful Bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.3 Bids with shorter validity from the bid closing date than the bid validity mentioned on the GeM portal, shall be rejected as being non-responsive.
- 3.4 No bid security shall be applicable against this tender. Instead of bid security, all the bidders are required to sign a Bid Security Declaration (Proforma-S) accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or submit the performance security (including performance security by supporting company, in case applicable) before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 3.5 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.
- 3.6 Bids received through the GeM portal shall only be accepted. Bids received in any other form shall not be accepted.
- 3.7 Bids submitted after the Bid Closing Date and Time shall be rejected.
- 3.8 The bid documents are not transferable. Bids made by Bidders who have not been issued the bid documents from the Company shall be rejected.
- 3.9 Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.

- 3.10 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.
- 3.11 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 uploaded by the bidder under “Financial Documents” 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.
- 3.12 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.**
- 3.13 Any Bid containing false statement shall be rejected.
- 3.14 Bidder shall bear, within their quoted rates, all the taxes and duties including the personal tax as applicable in respect of their personnel and sub-contractor’s personnel, arising out of execution of the contract. Also, the Corporate Tax as applicable on the income from the contract will be to Contractor’s account.
- 3.15 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- 3.16 Bidder must comply to clause no. 39.0 (Independent Inspection of Bid Documents) of Instruction to Bidders failing which their offer shall be summarily rejected.
- 3.17 There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected:
- i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage and penalty clause
 - vii) Safety & Labor Law
 - viii) Termination Clause
 - ix) Integrity Pact

IV. 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.
- 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.
- 4.3 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.
- 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.
- 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.
- 4.6 Arithmetical errors, if any, in the price bids will be rectified on the following basis. “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.
- 4.7 **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.
- 4.8 **Purchase Preference for Micro & Small Enterprise:** Purchase Preference to MSE bidders is applicable against this tender and shall be evaluated as mentioned under clause no. 41.0 of Instruction to Bidders. Bidders to take note of the same and quote accordingly.

- 4.9 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.
- 4.10 **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 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.
- 4.11 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.
- 4.12 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.
- 4.13 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.
- 4.14 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.
- 4.15 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.
- 4.16 The quantities shown against each item in the BOQ shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for

the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed, as the case may be.

SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATION

1.0 INTRODUCTION

This section establishes the scope and schedule for the work to be performed by Contractor and describes references, specifications, instructions, standards and other documents, the specifications for any materials, tools or equipment, which Contractor shall satisfy or adhere to in the performance of the work.

2.0 PREAMBLE

2.1 Rajasthan Field of Oil India Limited (OIL), a Govt. of India Enterprise, is engaged in the exploration and production of natural gas from its Jaisalmer Basin and heavy oil from Bikaner-Nagaur basins of Western Rajasthan, India.

2.2 Presently, OIL plans to extend its drilling activities in the Jaisalmer and Bikaner-Nagaur Basins in Jaisalmer & Bikaner Districts of Western Rajasthan in pursuit of hydrocarbon (gas & heavy oil) by drilling a few wells (1300 m – 2800 m) in its PML and OALP areas.

2.3 The down-hole drilling conditions and geology in the proposed drilling locations are expected to be normal and similar to those of gas fields of Jaisalmer Basin where 54 wells in the depth range of (1050-4200) m and heavy oil field of Baghewala in Bikaner-Nagaur Basin, where 28 wells (630-1400m) have so far been drilled.

3.0 AREA OF OPERATION

3.1 Topography

The proposed area of operation will be based at Jaisalmer, the District Head Quarters and is the major town falling within Jaisalmer Basin and Bikaner/Bikampur for Bikaner-Nagaur Basin. The area of operation is a desert (Thar Desert) covered with sand dunes varying in size from a few meters to dunes running in kilometers. The general elevation of the area varies between 80 to 120 m above mean sea level.

- a. Minimum width of the well site approach road: 3.66 m
- b. Turning radius: 15 m (generally), 12 m (exceptional)
- c. Maximum allowable unit load inclusive of tare weight of Class AA loading : 50 ton
- d. Maximum overhead clearance: 4.25 m
- e. Highest recorded wind velocity in Rajasthan: 128 km/hr (80m/hr)
- f. Maximum recorded ambient temperature: 54° C
- g. Minimum recorded ambient temperature: (-) 5° C
- h. Weather pattern: Dry weather, very rare rain and extreme climate
- i. Nature of Top soil: Usually wind-blown sand
- j. Source of water: To be provided by Drilling / Work-Over Rig Contractor.
- k. Average annual rainfall: 1" (25 mm)
- l. Frequency of sand storm: Frequent from March to September and occasional during remaining period of the year.
- m. Humidity: 40%
- n. Allowable axle load rating of weakest section of road: 12 ton

3.2 **Surface Communication**

Jaisalmer and Bikaner are two District Head Quarters and major towns within the proposed operating area. These towns are approachable by Rail, Road and also by Air. However, the wells falling within the areas are approachable by road only.

3.3 **Brief Geological Information of the area**

3.3.1 The area of operation falls in a part of the Thar Desert covered with sand dunes of Western Rajasthan. The geological formations expected to be encountered in the proposed wells of Jaisalmer Basin in Dandewala Area are unconsolidated to semi-consolidated sandstone with clay bands (Recent to Pleistocene) to a depth of about 500 m, consolidated sandstone/limestone with clay bands and shale to a depth of about 1000 m (Eocene to Palaeocene), about 400 m of marl (Upper Cretaceous) below, about 1500 m of sandstone and thin shale bands of Goru, Pariwar and Baisakhi/Bedesir (Cretaceous) and about 1200 m of Jaisalmer limestone (Middle Jurassic).

The geological formations expected to be encountered in the proposed wells of Bikaner- Nagaur Basin in Baghewala Area are unconsolidated to semi-consolidated sandstone with clay bands (Recent to Pleistocene) to a depth of about 50 m, consolidated sandstone/limestone with clay bands and shale to a depth of about 300 m (Eocene to Palaeocene), about 300 m of Permo-Triassic formation consisting of sandstone, clay and limestone, 500 m of carbonate sequence of Cambrian age consisting of dolomite, limestone and clay bands with halite-anhydrite sequences and sandstone/ limestone/dolomite of Infra-Cambrian age in the bottom part.

3.3.2 **Overburden Gradient v/s Depth:** Normal

3.3.3 **Temperature v/s Depth profile:** Geothermal gradient for OIL's gas producing Jaisalmer Field and Baghewala area is in the range of 2 - 2.2° C/100 m. (average surface temperature varies from 5 – 60 ° C).

3.4 **Sub-surface Pressure:** Anticipated sub-surface pressure at the reservoir is expected to be hydrostatic.

3.5 **Loss circulation zones:** No loss circulation zones have been encountered in the drilled areas of Jaisalmer Basin in Dandewala Area so far. However, moderate to severe loss circulation zones have so far been encountered in Hanseran Evaporite Group of Cambrian age in Bikaner - Nagaur Basin in Baghewala Area in the depth range of 500 m – 900 m in some wells. LCM to be used in Cement slurry formulation for 13 3/8" Casing & 9 5/8" casing (four stage well) & 9 5/8" Casing (three stage well)

3.6 **No. of Wells & Target Depths (TD):** A total of about twenty four (24) nos. wells in Dandewala & Baghewala PML and OALP areas have been planned to be drilled during the contractual period of initial two (2) years for which the Contractor will be required to provide the Cementing & BHP services as per the Terms & Conditions of the contract. The wells will be vertical/deviated holes with formation pressure to be near or above hydrostatic. Well depths are expected to be in the range of 1100 –2800 meters. True vertical depth (TVD) of deviated well (J-Bend) will be approximately 1200 m with measured well depth (MWD) of around 1600 m having horizontal displacement of 150 – 500 m. Depth of the wells may somewhat increase or decrease at the discretion of the Company. The wells shall be drilled

with thermal/non-thermal completion for exploitation of heavy oil in Bikaner – Nagaur Basin in Baghewala Area. However, the number of wells may also vary and Company's decision in this regard will be final and binding.

Cementing services may also be required for a few vertical work-over wells (gas) in PML areas of Jaisalmer and Bikaner-Nagaur Basin depending on status/condition of the wells and corresponding work-over program which may include cement squeeze and cement plug jobs. Depth of these work-over wells varies from 1000 m - 2200 m and well completion is 7"/5.5" casing. Approximate quantum of jobs in work-over well are included in Price Bid Format (**Proforma-B**).

CUSTOM DUTY:

1. The services under this contract shall primarily be used in PML and OAPL areas issued/ renewed to Company after 01.04.1996 by Govt. of India and therefore, Customs Duty is not payable on imports of any item for use under this contract. Bidders should take note of the same while quoting.

Under the terms and conditions of the contract, the Company reserves the right to use the Cementing & BHP services under this contract for short duration in NELP blocks issued / renewed to Company by Govt. of India after 01.04.1999 which is also Customs Duty free area.

2. Any spares and consumables including cement additives, if specifically imported against this contract for the purpose of use entirely in wells falling under PML areas (duty free area), it shall be the responsibility of the Contractor to obtain clearance from customs authority for these spares and consumables. Company's responsibility shall be only to issue recommendatory/introductory letter for issuance of Essentiality Certificate from the concerned authority. While quoting, Bidder should take note of the same.

3.7 **Casing Policy:** The tentative casing/cementing policies for the proposed exploratory and development drilling program are shown in Table-1, 2 & 3 as under

CASING POLICY/ CEMENTING POLICY

TABLE - 1

For Vertical Non-Thermal Wells (3/4 Stage)

Hole sizes	26"/17.5"	17.5"/12.25"	8.5"/
Casing sizes	20"/13.375" (94,K-55/68ppf,N-80)	13.375"/9.625" (68/47ppf,N-80)	5.5"/7" (20ppf,N-80) / 29ppf,L-80
Casing setting depth	100 - 250 m	900 m/1100m	1100m/1800 m
Expected cement rise	Surface	Surface	100 m inside 9.625" casing
Slurry type	Neat slurry	Treated with additives	Treated with additives

TABLE - 2

For Vertical Thermal Completion wells

Hole sizes	17.5"	12.25"	8.5"
Casing sizes	13.375" (68ppf/N-80)	9.625" (47ppf/L-80)	5.5" /7" (20 ppf/N-80,29 ppf/L-80)
Setting depth	300 m	820 m	1250 m
Cement rise	Surface	Surface	Up to surface.
Slurry type	Treated with additives	Treated with additives	Treated with thermal additives

TABLE – 3

For Deviated Thermal Completion Wells

Hole sizes	26"	17.50"	12.25"	8.5"
Casing sizes	20" (98ppf/J-55)	13.37" (68ppf/N-80)	9.625" (47ppf/L-80)	5.5"/7" (20ppf/L- 80,29ppf/L- 80)
Setting depth (MWD)	250 m	900m	1200m	1800m
Cement rise	Up to surface	Up to surface	Up to surface	Up to surface
Slurry type	Neat slurry	Treated with thermal additives	Treated with thermal additives	Treated with thermal additives

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Note: The above are tentative policies. The setting depth of casing/liner might be changed depending on down-hole conditions, actual requirement and horizontal well profile.

4.0 DESCRIPTION OF WORK

The scope of work involved, equipment/tools, man-power and consumables required as well as expected quantum of jobs to be performed during a period of initial twenty four (24) months operation are furnished in **ANNEXURE-I, ANNEXURE – II, ANNEXURE – III & ANNEXURE - IV** respectively in this section. However, the quantum of jobs may vary depending upon various drilling activities to be taken up by the Company during the course of the contract and need to be attended by the Contractor.

DETAILS OF SERVICES TO BE PERFORMED BY THE CONTRACTOR:

- 1) To provide services on cement blending, cement formulation, slurry design etc. for exploratory as well as developmental drilling of oil/gas wells.
- 2) To supply cement additives as per **PROFORMA -B** (Table -1 & Table -2) in **Price Schedule Format** depending on well requirement in lots under this contract either directly or through tie-up with any one of the following six international reputed cement additives supply companies only –

1. M/s. Halliburton,
2. M/s. Baker Hughes
3. M/s. Schlumberger,
4. M/s. Weatherford,
5. M/s. Weafri Well Services Company Limited.
6. M/s. National Oilwell Maintenance Co.

No other makes of cement additives will be acceptable.

Necessary supporting documents for tie-up/MOU against this specific tender should be submitted along with the Technical Bid. However, if the Bidder is one of the above-mentioned companies, then such tie-up/MOU is not required.

- 3) To perform primary cementing jobs in oil/gas wells. To carry out two stage cementing jobs (if necessary)
- 4) To perform secondary cementation jobs viz. cement squeeze and cement plug jobs in drilling as well as work-over wells through drill pipe/ tubing using cement diverter sub. For the cement slurry 15.3-15.8 ppg cement slurry treated with additives with 240-300 mins of thickening time will be used.
- 5) To design and perform well abandonment plug jobs in drilling as well as work-over wells.
- 6) To provide services with respect to testing of well-head, casing, formation integrity test/leak-off test etc. as per drilling program and maintain all such test records.
- 7) To provide necessary services in case of well killing by laying delivery lines to well-head and pumping in heavy weight mud at high pressure at controlled rate as per instruction from Company Representative.
- 8) To operate Cementing unit, Bulk-handling Plant, Transport silo and Batch mixer during the interim period from one job to another so as to make the entire unit fit for the job.

- 9) To operate and maintain Laboratory in good working condition so as to ensure timely preparation of cementing formulation.
- 10) To service and maintain all equipment and tools being used for execution of work under this contract in perfect working condition in order to avoid any downtime. The Contractor is to maintain all maintenance & servicing records.
- 11) To carry out relevant API and other tests on cement and additives in the Laboratory set-up for this purpose as per the cementing program and cement slurry properties given in **ANNEXURE - IV** . The cement program shall include but not limited to the following:-
- i. Cement slurry density and volume.
 - ii. Cement slurry formulation & consistency.
 - iii. API fluid loss at 1000 psi BHT (Static & Dynamic)
 - iv. Setting & thickening time test as per API schedule.
 - v. Free water as per API schedule.
 - vi. Compressive strength test (24 hours and 72 hours as per API schedule).
 - vii. Gas migration test.
 - viii. Static Gel strength Analysis
 - ix. Draft hydraulic simulation
 - x. Draft computational fluid dynamics for fluids compatibility, interaction & optimization of properties & volume.
 - xi. Complete cost estimation
 - xii. The Contractor shall maintain the log of operations to include cementing operation in progress, time break-up, density measurement, mixing rate, volume of fluid pumped, pumping pressure during cement pumping & displacement, displacement rate, quantity of cement, additives & mechanical aids used. All specific events occurring throughout the cementation job should be recorded along with other relevant points for post job analysis
 - xiii. The Contractor shall be responsible for providing a complete job report comprising of slurry design, computer aided programme, job execution parameter, complications if any, complete post job analysis & material consumption report so that accordingly necessary corrective measures/improvements/precautions for future operations may be taken up so to avoid costly secondary repair jobs. The Contractor shall also familiarize operator personnel with complete understanding of software programme to have meaningful interpretation of data.
- The Contractor shall provide the laboratory test reports of all the slurry designs before pumping in to the well. The Company shall have the right to witness any lab test under this contract prior to approval of cement slurry formulation.
- 12) To perform isolation repair by squeeze job (optional), if required by using retrievable packer/cement retainer as per contractual terms.
- 13) To carry out any other jobs generally connected with such services for bringing in a well to health should be provided by the Contractor when called upon to do so including supply of extra items/equipment/cement additives (on reimbursement basis on mutually agreed terms & conditions).

- 14) To supply Squeeze Packer, Setting tool & spares on rental basis. The setting tool to be run by drill pipe. The above items to be supplied as and when required on call out basis.
- 15) To perform cement plug job in drilling wells for side-tracking of the hole due to down-hole problem.
- 16) To submit detailed Job report of each cementing job performed and recap of all the cementing operations performed in the well after the completion of the well with remedial measures to be undertaken for further improvement of quality of job.
- 17) To keep daily attendance of the personnel posted at well-site and submit to the Company the monthly attendance sheet along with the monthly invoice.
- 18) To maintain the Log of operations to include cementing operation on progress, time break-up, density measurement, mixing rate, volume of fluid pumped, pumping pressure during cement pumping and displacement, displacement rate, quantity of cement additives and mechanical aids used. All specific events occurring throughout the cementation job should be recorded along with other relevant points for post job analysis.
- 19) To provide necessary services in case of severe loss circulation, if required. Pumping in of water through annulus during blind drilling or hole-filling in case of complete mud loss.
- 20) To provide necessary services for testing / activation of deviation drilling tools using cementing unit or wherever precision testing at low discharge and high pressure is required.

ANNEXURE – II

DETAILS OF EQUIPMENT AND PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

1) CEMENTING UNIT :

SPECIFICATIONS:

The Cementing unit should be a twin-pump high pressure pumping unit suitable for all types of pressure pumping services including but not limited to cementing and general pumping services. The unit should be mobile, self-driven or trailer-mounted with stand-by horse unit, having self contained centrifugal supercharger pumps, circulating mixing pump & system, hoppers with hopper manifold and feed water pump.

The Cementing Unit should be complete with but not limited to the following:

- a) Twin-pumping Unit: Must be capable of achieving a maximum pumping pressure of 10,000 psi and maximum pumping rate of 10 barrels (US) per minute. Out of twin pumps, one pump should be of minimum 10,000 psi & 10 bpm. The second pump should be of minimum 5,000 psi rating. The pumps should have safety valves which can be set at any pressure as desired.

- b) Prime Mover: The pumping unit should be powered by two diesel engines, each delivering 320 BHP (minimum). The engines should have self-contained system for air or electric start.
- c) Pumps: Two numbers single acting triplex pumps, having a minimum output of 300 HP each. Pumps should have interchangeable fluid end sizes to vary the maximum rate and pressure output. Piping system on pump unit should allow for -
 - i) Filling of either side of the displacement tank independently during pumping operations.
 - ii) Direct gravity feed to one or both the pumps from the displacement tank.
 - iii) Pressurized feed via centrifugal pressuring pump to one or both the pumps.
 - iv) Suction feed (pressurized) from the cement mixing system to one or both the pumps.

Fluid delivery from the pump should be from the pressurized suction piping through the pump discharge valves and in to a high pressure discharge manifold. One or both the pumps should deliver fluid through the high pressure manifold simultaneously. The high pressure manifold should be rated at 10,000 psi working pressure. The high pressure manifold should have valve arrangement to permit one or both the pumps to circulate back to the displacement tank.

- d) Recirculation Cement Mixing System : Recirculation equipment consisting of re-circulating mixer used in conjunction with a two compartment, 4-10 bbl (US) capacity Mixing Tub equipped with a turbine agitator in each compartment. Recirculation equipment which uses enhanced high-shearing jet mixing system is also acceptable.
- e) Displacement Tanks: Twin calibrated displacement tanks graduated in 0.5 bbl increments and holding a maximum of 10 bbl each for a measured total of 20 bbl minimum.
- f) Central Control Console: All controls should be centrally located on the operating platform of the unit at a control panel. The controls must include:
 - i) All engine function and diagnostic gauges for engine parameters (oil pressure, temperature, transmission temperature and pressure).
 - ii) Air actuated controls for all low pressure valve systems.
 - iii) Cement mixing controls tied in to the mixing system.
 - iv) Pump rate gauge for each pump with a totalizer.
 - v) Pressure gauges for each pump.
 - vi) Centrifugal hydraulic pressure gauges.
 - vii) All safety control system.
 - viii) Record-o-graph system (including recorder chart) or Digital Acquisition System.
- g) Safety System: The cementing unit must incorporate adequate safety systems to avoid damage to the equipment or personal injury in the case of over pressurization.
- h) Density to be recorded by Non-Radioactive Densitometer.

- i) Full sensor package of advanced technology (without presence of radioactive source/sensor) for monitoring and recording of pumping parameters including rate, pressure and density. All parameters should be centrally recorded on the PACR which should allow parameters to be viewed on a digital display and recorded digitally.
- j) 2", 15,000 psi high pressure line with necessary adaptors/connectors to connect Cementing Unit to circulating/cementing head at derrick floor/cellar.

2) BATCH MIXERS:

One number of 100 - 120 bbl (US) capacity skid-mounted twin tank Cement Batch Mixer with recirculation/jet mixing system. The Batch Mixers should be complete with all standard equipment, gadgets, pipe fittings etc. for preparation of cement slurries as desired by Company or Consultant engaged by the Company.

The unit should be powered with a preferably Caterpillar engine (electronically controlled diesel engine) of 260-350 BHP rating which distributes power to all the pumps running the mixing, recirculation, delivery/booster system, tank agitators and control functions through PTO/hydraulic driven pumps.

The Batch Mixer should contain two hydraulically driven recirculation/mixing centrifugal pumps, one hydraulically driven booster centrifugal pumps, one hydraulically driven centrifugal pump for each agitator of the two mixing/blending tanks for mechanical mixing, recirculation and delivery in addition to all the necessary piping for jet mixing as well as independently re-circulating the mixture. Also, batchmixers equipped with 2 centrifugal pumps for recirculation/mixing and electrically driven motors for agitation purpose is acceptable if the same meets the tender requirement. It includes piping for cement feeding the tanks directly into the jet mixing system for better mixing from a convenient location at the bottom of the unit in addition to an auxiliary hopper.

There should be an operator platform at an elevated position between the two mixing tanks. The control panel should provide control for the engine, agitator speed and centrifugal pump speed. Additionally, the piping layout should be engraved on the stainless steel plate of the control panel with pneumatic control for butterfly valve actuators. The Batch Mixers will be required for preparation of pre-mixed homogenous tail cement slurry of required density in case of cementation using lead & tail slurries and cement plug jobs.

3) OTHER CEMENTING EQUIPMENT:

(a) Chiksan Loops:

2" Chiksen loops/straight joints of 12/10/8 feet length each and 10,000/15,000 psi rating with adapter and min. 1502 FIG hammer union connections – fifteen (15) nos. or adequate quantities to carry out cementing jobs in 2+1 cluster locations. The chiksan loop/straight joints with higher-pressure rating will also be acceptable but Contractor will have to provide necessary cross-over to connect to 10,000 psi 1502 FIG hammer union.

(b) Circulating Heads:

- i) 20" bottom buttress pin thread connection : 01 no.

- Top 2" nipple with valve & min. 1502 FIG hammer union.
- ii) 13.3/8" bottom buttress pin thread connection : 01 no.
- Top 2" nipple with valve & min. 1502 FIG hammer union
- iii) 9.5/8" bottom buttress pin thread connection : 01 no.
- Top 2" nipple with valve & min. 1502 FIG hammer union
- iv) 7" bottom buttress pin thread connection : 01 no.
- Top 2" nipple with valve & min. 1502 FIG hammer union
- v) 5.1/2" bottom buttress pin thread connection : 01 no.
- Top 2" nipple with valve & 1502 FIG hammer union.

Adequate spares for the above tools/equipment should be kept at well-site.

(c) **Cementing head with quick change adaptor:**

- i) 13.3/8" standard double plug cementing head (3000 psi) with quick change adapter having bottom buttress pin thread connection along with double manifold for 13.3/8" casing – **01 no.**
- ii) 9.5/8" standard double plug cementing head (5000 psi) with quick change adapter having bottom buttress pin thread connection along with double manifold for 9.5/8" casing – **01 no.**
- iii) 7" standard double plug cementing head (5000 psi) with quick change adapter having bottom buttress pin thread connection along with double manifold for 7" casing – **01 no.**
- iv) 5.1/2" standard double plug cementing head (5000 psi) with quick change adapter having bottom buttress pin thread connection along with double manifold for 5.1/2" casing – **01 no.**

Adequate spares for the above tools/equipment should be kept at well-site.

4) BULK-HANDLING PLANT SERVICES:

Contractor shall provide one complete set of Bulk Handling Plant (BHP) with all surface equipment, tools, necessary fittings & accessories and one additional set on call out basis. BHP unit should be installed at well-site adjacent to Cementing Unit & Batch Mixer. The BHP Unit shall be moved from drilling site to site along with Cementing Unit.

Materials for Bulk-Handling Plant –

1. 03 nos. Pneumatic Storage Silos with capacity of 1000 cft each or 2 nos. of Pneumatic Storage silos with minimum 1500 cft. Capacity each, so that total capacity is not less than 3000 cft.
2. 02 nos. Air-compressor, powered by Diesel engine(minimum air pressure - 40 psi)
3. 02 nos. Cutting Pot with table and platform
4. 01 no. Air drying unit.

5. 01 no. Dust collector or Cyclone separator.
6. 01 no. Air regulator with filtrating element & pressure gauge and having Hammer union connection in vice-versa.
7. 01 no. Transport Silo with air manifold system and having a carrying capacity of 18-25 MT of cement.

5) **Laboratory Facility:**

i. The Bidder should provide adequate Laboratory facilities at base office at Jodhpur or Western Region of India for designing cement slurry to meet specific requirement of OIL. However, for any delay in execution of cementing operation due to delay in lab report at site zero rate will be applicable.

ii. One experienced and competent Lab Assistant should be deputed on regular basis. The Lab Assistant should have adequate knowledge & experience in formulation & designing cement slurry for normal oil/gas wells and thermal completion wells also. Documentary evidence in this regard should be provided along with Technical Bid.

iii. The Bidder shall design the cement slurry formulation as per requirement mentioned in the Scope of work (Annexure IV) indicated in the tender document as per the services and submit the test report of each design signed by authorized signatories along with the bid. The slurry design shall be done using API Class 'G' oil well cement to ensure the effectiveness of offered doses of additives against the intended use of particular slurry.

iv. In addition, the bidder shall submit the properly sealed samples of all the offered cement additives (two samples of each additive: 1/2 kg of each) along with the bid and another set of samples to be kept at bidders' laboratories for testing purpose. It is to be noted that a bid with incomplete/partial submission or totally devoid of tender samples will not be considered for evaluation and such bid will be rejected outright.

v. Bidders will be required to submit cement slurry design reports to ONGC Cement Labs in IDT, Dehradun / RGL - Mumbai to assess the efficacy of design towards requirement of each package indicated in the tender document given in ANNEXURE IV except Point no 2.1 & 4.4 of Point no 2.4. Bidder shall quote in accordance to their designed cement recipe and the confirmatory test results so generated will be the final and binding and bids will be evaluated accordingly. Bidder shall submit the cement recipe designed reports along with the technical bid for further evaluation & testing at the above labs. All charges as applicable at ONGC labs will have to be borne by the bidders.

vi. The Bidder is required to provide documentary evidence as regards various facilities, tools & equipment available in the laboratory to undertake cement formulation & slurry design covering all parameters.

vii. The Bidder is required to provide printed literature on machineries/ equipment available in the Laboratory.

viii. The bidder whose offered designs meet the parameters for all the slurry design in total as indicated in the tender document will only be considered for further evaluation of their bid, or else, their bid will be straightway rejected.

(6) VINTAGE OF EQUIPMENT AND TOOLS:

(a) The age of the Cementing Unit, Bulk Handling Plant, Pneumatic Transport Silo, Batch Mixer, surface tools and other equipment supplied by the Bidder shall not be more than 15 (fifteen) years old as on Bid Closing Date (BCD) of this Tender counted from the date of manufacture. The Bidder must furnish certificates/documents in this regard in support of their bids.

(b) In Bulk Handling Plant, all pressure vessels should be equipped with pressure gauges and pneumatic pressure relief valves. Bidder shall provide adequate consumables & spares and self-maintained adequate stock for uninterrupted operation of Bulk Handling Plant and as well as Cementing Unit.

(c) All down-hole equipment must be new or in first class working condition, completely redressed with new parts and Bidder shall guarantee its satisfactory performance.

(7) CONSUMABLES:

a) Bidder shall provide HSD for Cementing Unit, Bulk-handling Plant, Air Compressors, Transport Silo and Batch Mixer at his own cost. Cement (API Class 'G') and water for mixing cement will be provided by OIL. Company shall reimburse the cost of cement additives at actual consumption to the Bidder against submission of documentary evidence. OIL shall provide casing shoe, casing float collar, casing centralizer and scratcher in accordance with casing policy prior to cementation.

b) Top cement Plug, Bottom Cement plug and cement basket as per the table below shall be delivered by the Contractor at respective well site. Rig down time hours will have to be borne by the Contractor in case of delay in mobilization of consumables. It is advisable to keep one set of extra plugs as standby to prevent any down time. Cement baskets shall be run in specific loss prone wells only. Requirement for Cement basket and cement plugs shall be intimated 15 days prior to casing job.

Sl. No.	Casing Accessories	Unit	Total Estimated Requirement	Remarks
1	13.3/8" Top Cement Plug (suitable for 68 ppf casing)	No	1 per 4 stage well	13-3/8" Top and Bottom Plug which says 1 per 4 stage well implies to 1 no. of top cementing plug/bottom cementing plug for 1 well in 4 stage well. If no. of well is 24, bidders need to supply 24 no. of plug when requested.
2	13.3/8" Bottom Cement Plug (suitable for 68 ppf casing)	No	1 per 4 stage well	
3	9.5/8" Top Cement Plug (suitable for 47 ppf casing)	No	1 per well	
4	9.5/8" Bottom Cement Plug (suitable for 47 ppf casing)	No	1 per well	
5	7" Top Cement Plug (suitable for 29 ppf casing)	No	1 per 7" completion well	
6	7" Bottom Cement Plug (suitable for 29 ppf casing)	No	1 per 7" completion well	
7	5.1/2" Top Cement Plug (suitable for 5.1/2" x 20 ppf casing)	No	1 per 5-1/2" completion well	
8	5.1/2" Bottom Cement Plug (suitable for 20 ppf Casing)	No	1 per 5-1/2" completion well	

9	Cementing Basket for 13.3/8" casing for 17-1/2" hole	No	As per requirement	
10	Cementing Basket for 9.5/8" casing for 12-1/4" hole	No	As per requirement	
11	Cementing Basket for 7" casing for 8-1/2" hole	No	As per requirement	
12	Cementing Basket for 5.1/2" casing for 8-1/2" hole	No	As per requirement	
13	9-5/8" Hydraulic Stage Cementing collar (Hunting XLD) with accessories	No	As per requirement	Specification of 9-5/8" Hydraulic stage collar: L80, 47 PPF, Seal Lock XD includes Shut off baffle collar(seal lock XD threads),1st stage shut off plug, contingency free fall opening device, closing plug.

(8) BLENDING, TRANSPORTATION TO WELL SITE:

Necessary additives will be mixed with gauging water (wet blending) by Bidder's personnel as per their design. Required cement additives for gauging water will be supplied by the Bidder. However, API class 'G' Cement bag will be supplied and required volume will be transferred to well-site by OIL. Necessary feed to Bulk Handling Plant shall be done by the Bidder's personnel at site.

(9) REQUIREMENT OF PERSONNEL:

- (a) The Bidder shall deploy 01 (one) number competent, qualified (min. Diploma in Engineering) and trained Cementing Engineer with minimum five (05) years independent experience in oil/gas well cementing and stimulation jobs on continuous 24 hours or 12 hrs. day shift duty basis at rig site and work on 21 days On & Off system as per standard oilfield practice under the law. However, if Bidder deploys more personnel for assisting the Cementing Engineer towards performance of any specific job at well-site during the execution of the contract, Company shall not pay for such additional man-power.

Cementing Engineer shall be responsible for the following specialist operations:

1. Supervising the running of entire Cementing & BHP Unit and all associated functions including pressure testing of lines, pumping of cement /fluid as instructed, testing of casing & well-head components and any other services as deemed appropriate.
2. Ensuring that all operations & activities are conducted in compliance with the well program.
3. Supervising all the personnel of other service providers involved in the operation during cementing and other associated operations.
4. Performing cement calculations for each cement job.
5. Ensuring safety in all respects during cementing & other associated operations.
6. Maintaining an inventory of all cement, cement additives, equipment/tools and ensuring that sufficient stock is kept at site for next operation.

7. Providing inputs for the post-well analysis including recommendations for improving cementing operations in future wells.
 8. The Cementing Engineer shall co-ordinate with Company Representative posted at well-site in matters of collection/transfer of cement, well-site water and other samples to their Laboratory at base or Laboratory at well-site for design of cement slurry before the cementing operation.
- (b) The Bidder shall deploy Bulk-Handling Plant Operator - 01(one) number, Helpers for the BHP Plant- 02(two) numbers and Operator for Pneumatic Silo - 01(one) under this bid. Operator(s) should be fully qualified and experienced with Bidders' equipment and procedures related to the operation.
 - (c) Experience of deployed personnel in Bulk Handling Plant by the Bidder: Operator(s) shall have minimum of 02 (two) years, Helper(s) shall have minimum of 01(one) year experience and Pneumatic Transport Silo Operator shall have 02 (two) years experience in onshore cementing activities.
 - (d) One (1) mechanic/technician for maintaining the entire unit having minimum two (2) years relevant experience proposed to be engaged on regular basis.
 - (e) Bidder's personnel must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and any of their personnel who are not found suitable by the Company, must be replaced by the Bidder at his own cost.
 - (f) Before deployment of suitable personnel, Bidder must submit the Bio-data of proposed personnel and obtain clearance from Company.
 - (g) The regular Cementing Engineer, Operator & Helpers of Bulk Handling Plant and Driver/Operator of Pneumatic Transport Silo shall be stationed at all times at well-site as per standard oil field practice and maximum 21 (twenty-one) days "Off & On" system.
 - (h) Provision of Personnel Protective Equipment (PPE) for Bidder's personnel shall be the responsibility of the Bidder.
 - (i) Persons deployed by the Bidder should be agile and of sound health. Age of the persons to be deployed under the Tender should not be less than 21 years and more than 50 years.
 - (j) Persons deployed under the Tender should be well-versed in English /Hindi /Local language.

(10) CEMENT SLURRY FORMULATION:

- a) The Bidder is required to provide cement slurry formulation for Conductor Casing (20" or 13.3/8"), Intermediate Casing (13.3/8" or 9.5/8") and Production Casing (7" or 5.1/2") cementation job along with Technical Bid.
- b) The tentative parameters for cement slurry formulation are shown below.

The formulation should be complete showing percentage use of various additives with API class “G” cement.

- c) No additives, except defoamer as listed in Proforma - B shall be required for Conductor casing cementation jobs. Bentonite etc. required for lead slurry shall be provided by OIL.

(i) Slurry Formulation Parameters (Normal Wells):

Basic Parameter	Conductor Casing Cement Job (20"/13.3/8")	Intermediate casing Cement Job (13.375"/9.625")	Production Casing Cement Job 5.5"/7")	
Density (PPG)	One Slurry	One Slurry	Lead	Tail
	15.8	13.5	13.0	15.8
Fluid Loss(max)/ 30 min	No control required	150cc	90 cc	50 cc
Thickening Time(max)	4-5 Hrs	4-5 Hrs	4.5-5.0 Hrs	4-4.5 Hrs
Temp. Gradient	2.0 – 2.2° C per 100 Meter	2.0 – 2.2° C per 100 Meter	2.0 – 2.2° C per 100 Meter	

(ii) Slurry Formulation Parameters (Thermal Completion Wells):

Basic Parameter	Conductor Casing Cement Job (20"/13.3/8")	Intermediate casing Cement Job (13.375"/9.625")	Production Casing Cement Job 5.5"/7")	
Density (PPG)	One Slurry	One Slurry	Lead	Tail
	15.8	13.5	13.0	15.8
Fluid Loss(max)/ 30 min	No control required	150cc	90 cc	50 cc
Thickening Time(max)	4-5 Hrs	4-5 Hrs	4.5-5.0 Hrs	4-4.5 Hrs
Temp. Gradient	2.0 – 2.2° C per 100 Meter	2.0 – 2.2° C per 100 Meter	2.0 – 2.2° C per 100 Meter	

- Slurry density shall be decided as per well evidences/requirement.

(11) ADDITIONAL CALL OUT SERVICES:

Due to operational requirements, contractor may be asked to provide additional services at the same rates, equipment, and specifications as per the contract within 15 days of issuance of notice.

Additional services which may be required are as follows:

1. Additional BHP unit and additional mobile transport silo including all accessories as per specifications mentioned in the contract.
2. One additional Bulk Handling Plant Operator two numbers of Helpers for BHP required when additional BHP unit is mobilized to Rig site for operation.

ANNEXURE - III

TENTATIVE QUANTUM OF JOBS TO BE PERFORMED

The number of jobs anticipated during the initial twenty (24) months would be as under -

- | | |
|---|-----------|
| 1. Estimated Primary Cementing Jobs | : 72 Nos. |
| 2. Estimated Cement Plug Jobs | : 50 Nos. |
| 3. Estimated Cement Squeeze Jobs without squeeze packer | : 20 Nos. |
| 4. Estimated Cement Squeeze Jobs with squeeze packer | : 10 Nos. |

NOTE :

1. Estimated duration of each primary cementing/cement plug/stimulation/other allied jobs may vary from one (01) to two (02) days.
2. The casing size and setting depth of various jobs will depend upon well requirement.
3. Two stage cementation jobs for 13.3/8", 9.5/8", 7" and 5.1/2" casing as and when required.
4. Fluid pumping as and when required and well killing in case of emergency.
5. Cement plug and squeeze jobs as and when required.
6. The well depths may vary from 1300 m to 2800 m with either 4 (four) or 3 (three) stage casing policies. The average mud weight for the Dandewala / Baghewala fields are between 9-11 ppg. The rise in cement level in various sizes of casings will depend upon individual well requirement.

7. Tentative Casing Policy has been furnished in Table -1, 2 & 3. However, casing size and setting depth of various jobs may vary from well to well as per the well evidence and geological prospect.
8. Quantum of above indicated jobs are tentative only and may vary to some extent as per Company's requirement.

ANNEXURE- IV

1.0 DESCRIPTION OF ITEMS: CEMENT ADDITIVES

2.0 RECOMMENDED PRESSURE - TEMPERATURE RANGE, TESTING CONDITIONS AND CEMENT SLURRY PROPERTIES:

- 2.1 **Cement slurry for 20" Casing (four stage well) & 13.3/8" Casing (three stage well) (Normal well):** Neat cement slurry of specific gravity 1.56 - 1.90 (13.0 ppg to 15.82 ppg). No additives except defoamer is required for these sections. Test reports will be assessed with 15.3ppg slurry at BHCT 45°C. This test report will be on bidder's scope & it is not required to be tested by IDT, Dehradun / RGL-Mumbai.
- 2.2 **Cement slurry for 13.3/8" Casing (four stage well) & 9 5/8" casing (Normal well):** Cement slurry of specific gravity 1.56 - 1.90 (13.0 ppg to 15.8 ppg) treated with additives for temperature range 45- 55°C BHCT. Test reports will be assessed with 13.5ppg slurry at BHCT 55 °C.

1.0	SLURRY TYPE	Cement slurry design should consist of API Class 'G' HSR type and fresh water
1.1	Slurry specific Gravity	1.62 (13.5ppg)
2.0	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free from visible impurities.
2.2	Solubility in water	Additives should be soluble or dispersible in fresh water.
2.3	Moisture content % by mass determined at 60-80 degree C	10.0 (Max)
3.0	SLURRY PROPERTIES	
3.1	Thickening time at HT-HP Consistometer at 55 °C and 5500 psi (pressure to be raised in 44 minutes).	240 - 300 min
3.2	Water loss as per API	150 ml/30 min (Max)
3.3	Free water as per API	1.8% (Max)
3.4	Initial consistency	10-20 BC (Max)
3.5	24hrs.Compressive Strength at BHST 60°C & 3000 psi.	2000 psi (Min)
4.0	TESTING PARAMETER	
4.1	BHCT and BOTTOM HOLE PRESSURE	55°C and 5500 psi
4.2	Time to raise temp & pressure	30-44 minutes

2.3 Cement slurry for 5.1/2” Casing (Normal Well): Cement slurry of specific gravity 1.90 (15.8 ppg) treated with additives for temperature range 50- 60 deg C BHCT. Test reports will be assessed with 15.8 ppg slurry at BHCT 60 °C.

1.0	SLURRY TYPE	Cement slurry design should consists of API Class ‘G’ HSR type and fresh water.
1.1	Slurry specific Gravity	specific gravity 1.90 (15.8 ppg)
2.0	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free from visible impurities.
2.2	Solubility in water	Additives should be soluble or dispersible in fresh water.
2.3	Moisture content % by mass determined at 60-80 degree C	10.0 (Max)
3.0	SLURRY PROPERTIES	
3.1	Thickening time at HT-HP Consistometer at 60 ° C and 5500 psi (pressure to be raised in 44 minutes).	270-300 min.
3.2	Water loss as per API	50 ml/30 min (Max)
3.3	Free water as per API	1.4% (Max)
3.4	Initial consistency	10-20 BC (Max)
3.5	24hrs.Compressive Strength at BHST 65 ° C & 3000 psi.	2000 psi (Min)
4.0	TESTING PARAMETER	
4.1	BHCT and BOTTOM HOLE PRESSURE	60 °C and 5500 psi
4.2	Time to raise temp & pressure	44 minutes

2.4 Cement slurry for 7” Casing and 9.5/8” Casing (Thermal Completion Well): Cement slurry of specific gravity 1.44 - 1.90 (12.0-15.8 ppg) treated with suitable additives for temperature range up to 80 °C. Test reports will be assessed with 13.5 ppg slurry at BHCT 60 °C.

1.0	SLURRY TYPE	Cement slurry design should consists of API Class 'G' HSR type and fresh water
1.1	Slurry specific Gravity	1.62 (13.5ppg)
2.1	PHYSICAL STATE	Additives as received should be free from visible impurities.
2.2	Solubility in water	Additives should be soluble or dispersible in fresh water.
2.3	Moisture content % by mass determined at 60-80 Degree C	10.0 (Max)
3.0	SLURRY PROPERTIES	
3.1	Thickening time at HT-HP Consistometer at 60 ° C and 5500 psi (pressure to be raised in 44 minutes).	270-300 min.
3.2	Water loss as per API	90 ml/30 min (Max)
3.3	Free water as per API	1.4% (Max)
3.4	Initial consistency	10-20 BC (Max)
3.5	24hrs.Compressive Strength at BHST 65 °C & 3000 psi.	2000 psi (Min)
4.0	TESTING PARAMETER	
4.1	BHCT and BOTTOM HOLE PRESSURE	60 ° C and 5500 psi
4.2	Time to raise temp. and pressure	44 minutes
4.3	The thermal wells completed with Cyclic steam stimulation (CSS) will have a temperature of around 330° C	
4.4 Mechanical Properties post Curing for 1 Week at 320deg C (608degF) and 13.8 MPa (2000 psi) after initial curing at BHST for 72 hours. *		
Slurry Type		-
Density-SG		1.6
Density-ppg**		13.5
Compressive Strength (Mpa)		≥13.8 MPa or ≥ 2000 psi
Young's Modulus (Mpa)		≤ 5400
Tensile Strength (Mpa)		≥2.2
Poison's Ratio		≥0.18

*For the parameters laid out in 4.4 of package 4, it will be on bidder's scope and bidder has to submit test report of the same parameters along with the bid documents. However, OIL INDIA reserves the right to get parameters laid out in 4.4 tested from a suitable third party during the currency of contract.

**Cement density shall be decided as per well evidence or requirement.

SPECIAL CONDITIONS OF CONTRACT

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

1.0 ASSOCIATION OF COMPANY'S PERSONNEL:

1.1 Company may depute more than one representative to act on its behalf for overall co-ordination and operational management at location. Company Representative shall have the authority to order any changes in the Scope of Work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor; monitor the progress so as to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

1.2 There shall be free access to all the equipment/tools/machineries of the Contractor during operations and idle time by Company's representatives for the purpose of observing / inspecting the operations performed by Contractor in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the contract.

2.0 PROVISION OF PERSONNEL AND FACILITIES:

2.1 The Contractor shall provide qualified and experienced personnel for the services as per provision of this contract. All the personnel offered must have adequate experience in respective field and should be fluent in English/Hindi/ Local language. On Company's request, Contractor shall remove and replace at his own expense, any of their personnel whose presence is considered undesirable in the opinion of Company. The Contractor shall provide the supporting staff at his own expenses. Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data against which Company Representative will certify completeness of mobilization of the Contractor for commencement of operations.

2.2 The Contractor shall be responsible for and shall provide for all requirements of their personnel and of their Sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and work permit for expatriate personnel and taxes, if any, payable in India or outside at no charge to the Company.

2.3 The Contractor's Representative shall have the power requisite for performance of the work. He shall liaise with the Company Representative/officials for proper co-ordination and timely completion of the job and on any other matters pertaining to the job.

2.4 During the contractual period, Company shall provide food, accommodation and available medical facilities (first-aid) for Contractor's personnel free of charge deployed at well- site through Rig Service Provider.

2.5 Contractor will arrange transportation of his equipment/tools and personnel to and from well site at his own cost.

2.6 Contractor should set up a Base Office at Jodhpur or Western Region of India which should be manned by competent person(s) having sufficient knowledge & background of providing cementing services to E & P Companies. He shall be in touch and liaise with Company Officials at Jodhpur Office as regards operations to be performed at well-site, maintenance schedule of equipment & tools, tests to be carried out in the Laboratory, submission of monthly invoices, any disputes arising out of invoices, logistic & administrative problems at well-site and any other problem(s) arising out of well

operations. In case of setting up of Base Office in places other than Jodhpur, the competent person should visit Company Office at Jodhpur at least once in a week to discuss contract related issues.

2.7 Contractor shall accommodate the Test Laboratory in the premises of Base Office at Jodhpur or at Western Region of India for better maintenance, functioning and supervision. However, it shall be the responsibility of the Company to supply samples of technical water and cement from well-site for necessary tests well ahead of cementing operation at site. In case of laboratory set up outside Jodhpur, it shall be Contractor's responsibility to collect samples of technical water & cement from OIL office, Jodhpur for necessary tests well ahead of actual execution of cementing job at site.

3.0 LABOURER:

3.1 The recruitment of un-skilled labourer, if any shall have to be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the concerned operational area. The facilities to be given to the labourer should conform to the provisions of Labour Laws as per Contract Labour (Regulation & Abolition) Act, 1970.

3.2 The Contractor shall not engage any persons below 21 (twenty one) years of age under any circumstances. Persons above 50 (fifty) years of age also shall not be deployed.

3.3 The Contractor should obtain and produce in advance prior to the commencement of work under the contract the following certificate/approvals -

- (i) Approval from DGMS/DDMS for shift patterns in excess of eight (8) hours.
- (ii) Total manpower list to be deployed at well-site & base office.
- (iii) All certificates as per applicable laws including Mines Acts, 1952.
- (iv) Regional Labour Certificate, if required.

4.0 LIABILITY:

4.1 Except as otherwise expressly provided, 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/tools and/or loss of or damage to the property of the Contractor and or his 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, Agents, Nominees, Assignees, Contractors and Sub-contractors. 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.

4.2 Neither Company nor its Servants, Agents, Nominees, Assignees, Contractors, Sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and / or of its Contractors or Sub-contractors 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.

4.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his Underwriters to waive their right of subrogation against Company and/or its Underwriters, Servants, Agents, Nominees, Assignees, Contractors and Sub-contractors for loss or damage to the equipment/tools 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.

4.4 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 its 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 Contractor's liabilities agreed to under this contract.

4.5 Except as otherwise expressly provided, 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 his 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 of damage and any suit, claim or expense resulting there from.

4.6 Neither Contractor nor its Servants, Agents, Nominees, Assignees, Contractors, Sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its Contractors or 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 the Contractor from and against such liabilities and any suit, claim or expense resulting there from.

4.7 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/tools 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.

4.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its Underwriters to waive their right of subrogation against Contractor and / or its Underwriters, Servant, Agents, Nominees, Assignees, Contractors and 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.

5.0 CONSEQUENTIAL DAMAGE:

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

6.0 WAIVERS AND AMENDMENTS:

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

7.0 PAYMENT & INVOICING PROCEDURE:

7.1 Company shall pay to the Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions thereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms and conditions hereinafter described.

7.2 All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges shall be to Contractor's account.

7.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one (1) 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.

7.4 Contractor shall submit **three (3) sets** of all invoices duly super-scribed "original" and "copy" to Drilling Office, Jodhpur as applicable to the Company for processing of payment. Separate invoices for the charges payable under the contract shall be submitted by Contractor for Foreign currency and Indian currency.

7.5 Contractor shall raise invoice for the lump-sum mobilization charges when the entire equipment, tools, spares, consumables and personnel are ready at site for starting the job. Payment of mobilization charges shall be made within forty-five (45) days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respects before raising invoice.

7.6 For equipment rental, personnel, job completion and inter-location move charges etc., Contractor shall raise invoices within the following week at the end of each month.

7.7 Payment of monthly invoices, if undisputed shall be made within **thirty (30) days** of receipt. However, payment of initial two invoices may be delayed for some time (up to one month).

7.8 The Company shall within thirty (30) days of receipt of the invoice notify 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 in due time. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in Para 7.3 above.

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

7.10 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to two (2) years from the date of last invoice. Such records shall be required for making appropriate adjustments of payments by either party in case of subsequent audit query / objection. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification of the following (i) the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

7.11 Payment of de-mobilization charges shall be made when applicable within forty-five (45) days following 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 (excepting consumables consumed during the contract period) and also cancellation or re-export bond, if any.
- (e) Any other documents as required by applicable Indian Laws.

In case, no de-mobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company.

8.0 WITH-HOLDING

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

- (a) For non-completion of jobs assigned.
- (b) Contractor's indebtedness arising out of execution of this contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by Sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another Contractor of Company.
- (h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five (5) 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.
- (j) With-holding will also be effected on account of the following :
 - i) Order issued by a Court of Law in India.
 - ii) Income tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
 - iv) Any payment due from Contractor in respect of unauthorized imports.

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

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

9.0 APPLICABLE LAWS:

9.1 The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

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

- a) The Mines Act, 1952 & Mines Rules, 1955 - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 2017.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act, 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the Rules framed there under.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) The Rajasthan Sales Tax Act.
- l) Service Tax Act.
- m) Customs and Excise Acts and rules framed there under.
- n) Income Tax Act & Sales Tax Act.
- o) Insurance Act.
- p) Rajasthan Entry Tax Act.
- q) The Motor Vehicles Act, 1988
- r) The Central Motor Vehicles Rules, 1989

10.0 POLLUTION OR CONTAMINATION:

- 10.1 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and Company that the responsibility for pollution or contamination shall be as follows:
- i. The Contractor shall assume all responsibility and liability for cleaning, removal and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface. Contractor shall protect, defend and save the Company harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Company assumes liability in terms of Sub-clause (ii) below.
 - ii. The Company shall assume all responsibility for all other pollution and contamination (including cleaning, control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor assumes liability in terms of Sub-clause (i) above.
 - iii. In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

11.0 COMPLETION OF DEMOBILISATION

Demobilization shall be completed by Contractor within **sixty (60) days** of notice from Company. After the completion of work, all equipment, spares and consumables brought into India will be re-exported by Contractor except consumables and spares which have been used in the wells. In case of failure to do so in the allotted time hereof except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to any loss/penalty due to Company on such re-export from Contractor's final settlement of bills. In the event all/part of the equipment are sold to a third party after obtaining permission from Company and other appropriate Government

clearances in India, then Contractor shall reimburse to Company the appropriate amount of customs duty, if concessional/nil rate of customs duty was availed by the Contractor while importing these items for use against this contract.

12.0 MOBILIZATION PERIOD:

12.1 The successful Bidder must be able to mobilize their Personnel, Cementing unit, all other equipment, tools, spares, and all other necessary materials required for carrying out cementing operations within **60 (sixty) days from** the date of issuance of LOA by the Company / date of issuance of mobilization notice. However, early mobilization shall be preferred by the Company

12.2 The successful Bidder, following award of the contract and mobilization of the crew and equipment, will be required to provide services as and when required as desired by Company in line with the Scope of Work.

13.0 AREA OF OPERATION:

Company reserves the right to engage the Contractor for providing Cementing & BHP services under the same rates, terms and conditions anywhere in its oilfields in **PML** and OALP Areas in Rajasthan. OIL also reserves the right to deploy the services under the contract in Company's other operational areas anywhere in India during the tenure of the contract with mutually agreed terms and conditions as regards to Mobilization / De-mobilization charges to/from the new place of operation.

14.0 SAFETY:

Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines Act, 1952 and OMR, 2017.

Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and maintain all fire fighting equipment in sound condition at all times.

Contractor shall conduct mock fire drill as may be required by Company at prescribed intervals.

Contractor shall comply all their vehicles as per Motor Vehicles Act, 1988 & Central Motor Vehicles Rules, 1989 at all times during our operation.

Contractor's High Pressure line & pressure Vessel with PRV shall be adequately tested with rated pressure & calibration as per OMR 2017 & other relevant OISD standards.

Contractor shall maintain all the control measures at all times during their operations.

The Contractor shall adhere to following points while performing the works under this contract.

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to 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 him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.

2. The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons

shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.

3. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.

4. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).

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

6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

7. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.

8. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.

9. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format if applicable.

10. The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

11. 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 if applicable

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

13. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empaneled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.

14. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

15. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide

Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/penalty due non-adherence to PPE shall be binding to the Contractor.

16. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation /other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).

17. Contractor has to ensure that all work is carried out in accordance with the Statute and the 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 the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.

18. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.

19. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.

20. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O₂/CO/H₂S) and FLP torch light to be made available at site.

21. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

22. The Contactor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.

23. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.

24. The Contractor shall not engage minor labourer below eighteen (18) years of age under any circumstances.
25. OIL will communicate all information to the Contractor or his authorized representative only.
26. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
27. 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.
28. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.
29. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
30. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
31. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
32. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
33. All Lifting equipment of the Contractor like Crane, Slings & shackles etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
34. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
35. Barricading of area to be done with reflecting tapes as applicable during work. 36. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
37. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
38. Smoking is prohibited in all Company restricted areas except in authorized smoking

areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non-prescribed drug in Company work site is strictly prohibited.

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

40. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

41. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further noncompliance, the Contractor will be penalized as per the terms of the Contract.

42. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.

43. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

15.0 CONTRACTOR'S SPECIAL OBLIGATION:

It is expressly understood that the Contractor is an independent Contractor and that neither the Contractor nor its employees and its sub-contractors are employees or agents of Company provided, however, the Company is authorized to designate its representative who shall at all times have access to the cementing unit and related equipment and materials and records for the purpose of observing, inspecting and designating the work to be performed here under by the Contractor. The Contractor may treat the Company representative at the well site as being in charge of all

Company's and Company designated personnel at well site. The Company representative may, amongst other duties, observe, test, check and control implementation of cementing program, squeeze/plug job, equipment and stock, inspect works perform by Contractor or examine the records kept at well site by the Contractor.

16.0 COMPLIANCE WITH COMPANY'S INSTRUCTION:

Contractor shall comply with all instructions of the Company consistent with the provision of this Contract, including but not limited to cementing program, equipment testing program, safety instructions, confidential nature of information etc. Such instructions shall, if Contractor request, be confirmed in writing by Company Representative.

17.0 INGRESS AND EGRESS AT LOCATION:

The Company shall provide the Contractor, if required, requisite certificates for obtaining rights of ingress to, egress from locations where jobs are to be performed, including any certificates required for permits or licenses for the movement of the Contractor's personnel/equipment. Should such permits/licenses be delayed because of objections of concerned authorities in respect of specific Contractor's person(s), such person (s) should be promptly removed from the list by the Contractor and replaced with acceptable person (s).

18.0 CUSTOMS DUTY:

18.1 The Company/Operator will issue Essentiality Certificate for import of Goods in terms of Custom Notification No. 50/2017-Customs dated 30th June-2017, further amended vide customs Notification No. 02/2022-Customs dated 1st February, 2022, S.

No. 404 of Table, List 33 and Condition No. 48 and notification no. 08/2022 dated 13.07.2022 on submission of clear, legible and valid documents (including detailed invoice, technical justification, undertaking and affidavit, EC statement etc.) by the contractor to OIL atleast three (03) weeks before the shipment date. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities due to any discrepancy in the documents submitted by the contractor.

18.2 Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTGST) on submission of EC in terms of GST Notification no. 08/2022 dated 13.07.2022.

18.3 Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

18.4 Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in Table 33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit thereof must be passed on to OIL.

18.5 The bidder while quoting would also need to consider the duty drawback available to them upon re-export of the equipment (if any) and the input tax credit available to them on the IGST paid by them.

18.6 Bidders should submit alongwith their Price Bids (not with Technical Bid two separate lists viz. Proforma-A1 covering the items required to be imported by them for execution of the contract against which Customs Duty benefit is available as per Notification No. 02/2022-Customs dated 01.02.2022 and Proforma-A2 covering the items for import against which Customs Duty benefit is not applicable as per Notification No. 02/2022-Customs dated 01.02.2022. The applicable rate of customs duty as per tariff notified by Govt. as on the bid submission must be highlighted against each item of Proforma-A2, so that the subsequent variation (increase or decrease) in customs duty, if any, shall be recovered or reimbursed by OIL as the case may be against documentary evidence. At the time of demobilization, the contractor shall have to submit an undertaking declaring that, they have passed on the benefits availed by them due to subsequent exemption/decrease in Customs Duty to OIL.

18.7 The required certificate/undertaking for availing concessional duty will be issued by OIL on the contractor's request only for those items which are either consumed during the execution of work or for those equipment/tools which are undertaken to be re-exported by the bidder. The required certificate/undertaking will not be issued when the bidder imports the equipment/tools on acquisition basis and does not undertake to re-export the same after the completion of the contract.

18.8 The contractor shall be responsible to carry out all the formalities. In case of any mis-declarations or offences committed under the Customs rules and regulations and also allied rules, fine, penalty or any other charges levied by the concerned authorities on OIL shall be borne by the Contractor including the element of interest on OIL's fund blocked under such circumstances. OIL shall be indemnified by the Contractor against all actions by Govt. or any other agency for acts of commission and omission.

18.9 Contractor shall be responsible to import the equipment/tools 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.

18.10 The equipment/tools imported by the Contractor for petroleum operations against the certificate/undertaking provided by OIL shall not be used/deployed by the Contractor for any purpose other than the jobs arising out of the contract awarded by OIL and in the event of equipment/tools being misused or put to use other than specified use, the Contractor shall be liable to pay duty, fine, penalty and other actions taken by the Customs Department and other authorities for violation of the customs rules and regulations and other allied rules.

Note: The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable. All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.

18.11 The Contractor shall primarily and solely be responsible for obtaining customs clearance for importation into India of the Contractor's equipment, spare parts, consumables, tools etc. in connection with the execution of the work. Any demurrage in this process will be at the Contractor's cost.

18.12 The Contractor shall arrange the clearance of all equipment, spare parts, consumables, tools from customs and port authorities in India and shall pay all requisite port fees, clearance fees, transit agent fees, inland transportation charges from port to site etc.

18.13 The Contractor will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.

18.14 The Company/Operator will issue Essentiality Certificate for import of Goods against submission of clear, legible and valid documents (including detailed invoice, technical justification, undertaking and affidavit, EC statement etc.) by the contractor to OIL at least three (03) weeks before the shipment date. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities due to any discrepancy in the documents submitted by the contractor.

19.0 CONFIDENTIALITY

19.1 Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of well operations, including, but not limited to, formations encountered, testing and surveying of the well. And to take all reasonable steps to ensure the Contractor's personnel likewise keep such information confidential.

19.2 This obligation shall keep in force even after the termination date and until such information will be disclosed by the Company.

19.3 Contractor shall handover to Company all Company's documents or drafts concerning operations carried out and which are still in its possession before transferring the cementing unit, BHP and accessories.

20.0 DISCIPLINE

The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-Contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company and Contractor governing the operations at the assigned worksites. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests, the

Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

21.0 GENERAL HSE GUIDELINES:

For general guidelines with respect to Health, Safety and Environmental aspects Appendix – A refers.

SCHEDULE OF SERVICES/SCHEDULE OF RATES

1.0 The Bidders must quote the rates in their price bids as per the attached Price-Bid Format (Proforma – B). The payment shall be made for the actual work done. All Day Rate Charges shall be pro-rated to nearest hour.

1.0 MOBILIZATION CHARGES:

1.1 Mobilization charges should be quoted on lump sum basis as per Price Schedule Format (Proforma-B) and should cover all local and foreign costs (if any) of the Contractor to mobilize the equipment/tools/consumables as per requirements and crew to the first location and should include all applicable duties, other local and foreign taxes, port fees and inland transportation.

1.2 Any demurrage accrued on account of delay in clearance through Customs/Port will be on Contractor's account. The Company shall provide necessary assistance to the extent possible, if required for customs clearance on receipt of request from the Contractor and all such requests must be made by the Contractor well in advance (at least 20 days).

1.3 Mobilization shall be considered as complete only when all the operating tools/equipment/consumable and crew are received and tools/equipment are tested/calibrated to its rated specifications to the satisfaction of OIL at least 2 days prior to first cementation job. Company at its discretion may allow cementing operation to start without complete mobilization, provided it is possible to start cementing job with the items since mobilized. However, the Contractor must mobilize the shortfall items immediately thereafter, so that the cementing operation is completed timely and successfully without compromising the quality of work. Upon occurrence of such situation, if Company permits the Contractor to start cementing job without completed mobilization, only 90% of mobilization charge will become payable to the Contractor and the remaining 10% of mobilization charges will be deducted as penalty over and above the liquidated damages as set out in clause 17.1 of Section – I, Part-3, if any, which will not be paid by Company even after the shortfall items are made available. However, notwithstanding this provision for partial mobilization, Bidders must quote for mobilization of complete equipment, tools and accessories etc.

1.4 Mobilization charges shall be payable when all equipment/tools/crew & consumables sufficient for the 1st well are positioned to undertake/commence the work assigned under the Contract at the first location (approximately 300 km from Jodhpur, connected with State Highways) and duly certified by the Company Representative.

2.0 DE-MOBILIZATION CHARGES:

2.1 The De-mobilisation charges should be quoted as Lump sum charges as per Price Schedule Format (Proforma-B) which shall include all charges inclusive of de-

mobilization of Contractor's equipment/tools/consumables and crew from the last drilling location of Company.

2.2 Company shall give prior notice to Contractor to start demobilization. Contractor will ensure that demobilization is completed within **sixty (60)** days of notice from the Company. No charge whatsoever will be payable from the date as mentioned in Company's demobilization notice.

2.3 All charges connected with demobilization including all fees and taxes in relation thereto and insurance and freight on re-export outside India will be to Contractor's account. Contractor's quotation should cater for the foregoing.

2.4 Demobilisation charges, if applicable shall only be payable on submission of invoices along with necessary documents as detailed below -

- (a) Audited account up to completion of the contract.
- (b) Tax audit report for the contractual period as required under Income tax laws.
- (c) Documentary evidence regarding submission of returns and payment of tax for expatriate personnel engaged by the Contractor.
- (d) Proof of re-export of all items (excluding consumables consumed during the contract period) and also cancellation of re-export bond, if any.
- (e) Any other document(s) as required by applicable Indian laws.

3.0 RENTAL CHARGES FOR EQUIPMENT:

(Charges per calendar month for the equipment to be deployed by Contractor)

3.1 Equipment, tools, accessories etc. (viz. Cementing Unit, Batch Mixer, BHP Unit etc) required for performance of the services are furnished vide Annexure – II of Section-II, Part-3 for which Bidders are to quote monthly rental charges. Rental charges for equipment for Cementing Services shall be applicable from the date of completion of mobilization. For calculation of hourly/day rate, the monthly rate will be pro-rated up to minimum of nearest half-an-hour basis. The monthly rental charges should include supply of spares & consumables, replacement / maintenance cost and any other operational requirement, if any, during the contractual period. The Contractor must maintain minimum stock of any such regularly required items at the drilling site under their possession to ensure uninterrupted service.

4.0 PERSONNEL CHARGES:

(Charges for Cementing Engineer & other personnel to be deployed by Contractor per calendar month)

4.1 Personnel charges should be quoted on Lump-sum basis per calendar month for Cementing Engineer and other personnel which shall include service fees,

mobilization/demobilization charges of the Cementing Engineer and other personnel to be deployed by the Contractor for execution of this contract. All charges related to mobilization and demobilization of Cementing Engineer and other personnel to and from drilling site to Contractor's Base Office including en-route expenses will be the sole responsibility of the Contractor. However; food, accommodation and preliminary first-aid facilities for Contractor's personnel at drilling site shall be arranged /provided by the Company through Rig Service Provider as available on free of charge basis.

NOTE:

1. The Contractor shall have to deploy one Cementing Engineer & other personnel as required under the contract at site on 24 hours basis. The Cementer shall be overall in-charge at site on behalf of the Contractor and shall be responsible for all well cementation and other associated operations as mentioned in SOW.
2. Personnel charges shall commence from the time Contractor's personnel report at site and ceases when the Company Representative at site serves notice for de-mobilization of personnel. During inter-location movement of Cementing & BHP unit from one well to another, **personnel charges shall not be payable by the Company**. However, during inter-location movement to a cluster location in the same plinth, stand by personnel charges shall also be payable.
3. For calculation of hourly rate, the monthly/day rate shall be pro-rated up to minimum of nearest half-an-hour.

5.0 OPERATIONAL CHARGES:

5.1 The Bidders are to quote operational charges for various jobs shown in Annexure-III of Section-II, Part-3 on per job basis. The operational charges shall include cost of cement slurry design, relevant testing at Contractor's own laboratory, actual cementing operation and other related jobs required to be performed by the Contractor for successful completion of cementing operations. Operational charges shall be payable only on successful completion of the particular cementing job.

6.0 INTER LOCATION MOVE CHARGES:

6.1 During inter-location movement, shifting of Cementing & BHP Unit, tools, equipment and personnel etc. deployed by the Contractor shall be the sole responsibility of the Contractor. Inter-location move charges shall be payable depending on the distance between the locations. Therefore, Bidders are to quote inter-location movement rate for all inclusive charges per kilometre from one site to another.

6.2 Inter Location Move charge shall start from the moment Company releases the Cementing & BHP Unit and other related equipment, tools etc. of Contractor from one location and continue till spud-in at the forward well.

6.3 The Inter Location Move (ILM) charges shall be payable in three parts depending on the distance between the two drilling locations and transfer of materials as mentioned below –

a) Inter Location Move Charge for complete Unit move up to 35 km (Lump-sum)
= **(ILM1)**

b) Inter Location Move Charge (ILM-2) of Cementing Unit+Batch Mixer between wells(50% of ILM-1)= **(ILM2)**

c) Inter Location move charge per complete unit move more than 35 KM(Rate of Charges per kilometer (ILM-3)

The ILM charges beyond 35 km = Lump-sum fixed charge up to 35 km + charges for distance in excess of 35 km at the rate of per km.

d) Inter Location Move Charge for part Unit move for repair jobs in work-over wells and back to previous location (Lump-sum) = **(ILM-4)**

Note:

i) In case the distance of ILM in between two locations is within 35 km, then lump-sum fixed charge as per “a” above shall be payable for movement of the entire Unit.

ii) In case the distance of ILM in between two locations exceeds 35 km, then lump-sum fixed charge as per “a” above for initial 35 km together with ILM charges for the remaining distance in excess of 35 km calculated at the rate per km shall be payable as per “b” above.

iii) In case of any repair works in work-over well, ILM charges shall be counted for part of the Unit only viz. Cementing Truck, Batch Mixer, Transport Silo & one Compressor Unit as required to perform the repair job. It should not be more than 60% of ILM1. If a bidder quotes ILM charges for Work-over well more than the aforesaid prescribed limit, the quoted charges shall be considered for price evaluation only. However, if such a bidder emerges L1 after price evaluation, payment of ILM charges for work-over operations during the contract period shall be made @60% of ILM1.

iv) Inter Location Movement (ILM) operation shall start from the moment the Company releases the Cementing & BHP Unit from the existing location and shall comprise of the following activities viz. rig-down at the existing location, transfer of the complete Unit with all materials/items to the forward location, subsequent completion of rig up at forward well and shall be deemed as completed till the new well is spudded-in. Before spud-in, the Contractor shall complete all jobs including but not limited to rig up of Static Silos, placement of Cementing Truck, placement of Transport Silo, rig-up of Batch Mixer, rig-up of Compressor & Blowers, hooking up of all lines & valves, testing of equipment etc and maintaining all safety norms for safe execution of job.

iii) The inter Location Movement (ILM) of Cementing & BHP Unit should be completed within the time period as specified in Drilling Rig Contract as the Unit shall be deployed at the drilling location and shall move along with the Drilling Rig Package from one location to another.

7.0 STACK DAY RATE (STDR): -

The Stack Day Rate (with minimum personnel for security purpose only) shall be payable if forward drilling plan/program is revised for non-availability of land in time or study/review of geological prospect etc. that may interrupt in between for a longer period of time resulting temporary suspension of drilling operation.

(During the period, the complete Cementing & BHP Unit shall remain idle and Contractor may carry out necessary maintenance jobs with skeleton crew as per their requirement).

The Stack Day Rate shall be payable when the Cementing & BHP Unit and other Contractor's equipment/items are stacked as set out below –

i) If the Company notifies the Contractor that the Cementing & BHP Unit is to be stacked at its current location, the Stack Day Rate shall be applicable after three (3) days from date of issue of such notification. Stack Day Rate shall remain applicable till such time the next location is ready to recommence drilling operations after the notification from Company to commence the operation.

ii) If the Company notifies the Contractor to stack the Cementing & BHP Unit at a different location, then Stack Day Rate shall apply from the time the Cementing & BHP Unit is transferred to the stacking site. In that case, Inter Location Move rate shall be applicable during the period the entire Cementing & BHP Unit is being moved to the stacking site and should be in conformity with the time limit as specified in the Rig contract to which the Unit is attached.

8.0 FORCE MAJEURE DAY RATE (FMDR):

The Force Majeure Day Rate shall be payable during the first fifteen (15) days period of force majeure. No payment shall accrue to the Contractor beyond the first 15 days' period unless mutually agreed upon. Either party shall have the right to

terminate the Contract if such “force majeure” conditions continue beyond 15 (fifteen) consecutive days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of 15 (fifteen) days of force majeure period unless otherwise agreed to.

No rate under Para 4.0, 5.0, 7.0 & 8.0 hereof shall be payable when Inter Location Move Rate is applicable.

9.0 COST OF CEMENT ADDITIVES:

9.1 Cement additives shall be provided by the Contractor for various cement jobs as per assignment given by Company Representative.

9.2 The Bidder shall quote for the cost of cement additives as per the quantity mentioned below for blending of 4800 MT of Cement:

- | | |
|---------------------------------------|--------------|
| a) Fluid Loss Reducer | : 44000 kg |
| b) Friction Reducer | : 3 0 000 kg |
| c) Low Temperature Retarder | : 30000 kg |
| d) High Temperature Reducer | : 20000 kg |
| d) Defoamer | : 20000 lit |
| f) Gas Block Additive | : 10000 Kg |
| g) Light weight Additive | : 400000 kg. |
| h) Strength Stabilizer | : 800000 Kg |
| i) Mechanical Property enhancer | : 44000 Kg |
| j) LCM Additive in Spacer & in cement | : 4000 Kg |
| k) Spacer additive | : 20000 Kg |

9.3 The Bidder shall quote the unit cost for cement additives in the Price Bid Format (Proforma – B) on FOR Destination/site basis inclusive of taxes, duties & levies, but, excluding customs duty.

9.4 Payment to the Contractor shall be made on the basis of actual consumption of cement additives at drill site for the particular job.

10.0 ZERO RATE:

10.1 Notwithstanding any provision in the contract, no charges shall be payable for the period if, the job or activity assigned to the Contractor is halted due to break-down of Contractor’s Cementing Unit, Bulk-Handling Plant, Transport Silo, Batch Mixer, tools/equipment or non-availability of key personnel or for any other reason whatsoever attributable to the Contractor.

LIMITS FOR PRICES

a) MOBILIZATION FEE:

Bidders shall quote lump-sum mobilization fee of Cementing Twin pump Unit, Batch Mixer & consumables from different places not exceeding 7.5% of Total Cost of Operations of Cementing Twin Pump Unit & Batch Mixer along with all tools, spares and accessories for one year for one year for one (1) year. i.e sum of 2.1, 4.1,4.2,4.3, 4.4. (As per Performa-B, Section A, Sl.no. 1.1). However, if the mobilization charges are quoted by the bidder are found valuing more than the aforementioned limit, the excess amount shall be paid at the end of the contract along with demobilization charges.

Bidders shall quote lump-sum mobilization fee BHP Unit, Transport Silo & Accessories from different places not exceeding 7.5% of Total Cost of Operations of Bulk Handling Plant, Transport Silo along with complete set of tools, spares and accessories for one (1) year. i.e sum of 2.2, 4.1,4.2,4.3, 4.4. (As per Performa-B, Section A, Sl.no. 1.3). However, if the mobilization charges are quoted by the bidder are found valuing more than the aforementioned limit, the excess amount shall be paid at the end of the contract along with demobilization charges.

b) DE-MOBILIZATION FEE :

Bidders shall quote lump-sum de-mobilization fee of Cementing Twin pump Unit & Batch Mixer from different places not exceeding 7.5% of Total Cost of Operations of Cementing Twin Pump Unit & Batch Mixer along with all tools, spares and accessories for one year for one year for one (1) year. i.e sum of 2.1, 4.1,4.2,4.3, 4.4. (As per Performa-B, Section A, Sl.no. 1.2). However, if the demobilization charges quoted by the bidder are found to be less than the aforesaid limit, the differential amount shall be kept on hold from the 1st invoice onwards and the same will be paid at the end of the contract along with Demobilization charges.

Bidders shall quote lump-sum mobilization fee BHP Unit, Transport Silo & Accessories from different places not exceeding 7.5% of Total Cost of Operations of Bulk Handling Plant, Transport Silo along with complete set of tools, spares and accessories for one (1) year. i.e sum of 2.2, 4.1,4.2,4.3, 4.4. (As per Performa-B, Section A, Sl.no. 1.4). However, if the demobilization charges quoted by the bidder are found to be less than the aforesaid limit, the differential amount shall be kept on hold from the 1st invoice onwards and the same will be paid at the end of the contract along with Demobilization charges.

Note:-

- (i) Lump-sum mobilization & demobilization fee includes Cementing-unit, Bulk-handling plant, Transport silo, Batch mixer, Laboratory, consumables and other surface tools & accessories/equipment required for services as per 'Scope of Work'.
- (ii) In case, mobilization & demobilization charge quoted by the Bidder exceeds the limit specified above then the offer of such Bidder shall be straightway rejected.
- (iii) Lump-sum mobilization and de-mobilization charges should be inclusive of all applicable taxes, duties, levies etc. but excluding **GST**.

c) STACK DAY and FORCE MAJEURE DAY :

The rates towards Stack Day and Force Majeure Day shall be restricted to the limit indicated against each of the following hereunder -

- i) Stack Day Rate should not be more than 50% of (Equipment Rental + Personal charges) (As per Performa-B, Section A, Sl.no. 10.1). If a bidder quotes

Stack Day Rate more than the aforesaid prescribed limit, the quoted Stack Day Rate shall be considered for price evaluation only. However, if such a bidder emerges L1 after price evaluation, payment of Stack Day Rate during the contract period shall be made @50% of sum total of unit Equipment Rental and unit Personnel Charges quoted by the bidder.

ii) Force Majeure Day Rate should not be more than 50% of (Equipment Rental+ Personal charges)(As per Performa-B, Section A, Sl.no.9.1). If a bidder quotes Force Majeure Charge more than the aforesaid prescribed limit, the quoted Force Majeure charge shall be considered for price evaluation only. However, if such a bidder emerges L1 after price evaluation, payment of Force Majeure Charge during the contract period shall be made @50% of sum total of unit Regular Equipment Rental and unit Personnel Charges quoted by the bidder.

PROFORMA-A

LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable) TO BE IMPORTED IN CONNECTION WITH EXECUTION OF THE CONTRACT SHOWING CIF VALUE

Srl #	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
A	B	C	D	E = CxD	F	G = F+E	H	I = G+H	J	K	L
1											
2											
3											

<p>(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".</p>											
<p>(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".</p>											
<p>(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".</p>											

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

PROFORMA-B

PRICE BID FORMAT

Currency Quoted : _____

PRICE SCHEDULE FORMAT FOR CEMENTING UNIT, BULK-HANDLING PLANT, TRANSPORT SILO, BATCH MIXER, CONSUMABLE AND CEMENTADDITIVES

- (A) **REGULAR REQUIREMENT OF CEMENTING UNIT, BATCH MIXER, BULK-HANDLING PLANT, TRANSPORT SILO, CEMENTING ENGINEER, BHP OPERATOR, BHP HELPERS AND OPERATOR FOR TRANSPORT SILO.**

Sec	Sr. No.	ITEM DESCRIPTION	Unit	Quantity	Unit Rate (USD)	TOTAL Amount (USD)
A		REGULAR REQUIREMENT OF CEMENTING UNIT, BATCH MIXER, BULK-HANDLING PLANT, TRANSPORT SILO, CEMENTING ENGINEER, BHP OPERATOR , BHP HELPERS AND OPERATOR FOR TRANSPORT SILO.				
1		Mobilization/De-mobilization Charges				

	1	Mobilization Charges for Cementing Twin pump Unit, Batch Mixer & consumables.(7.5% of total cost of Operations of Cementing Twin Pump Unit Batch Mixer & Laboratory along with all tools, spares and accessories for one year)	Lump sum	1		
	2	Demobilization Charges for the above (7.5% of total cost of Operations of Cementing Twin Pump Unit & Batch Mixer for one year))	Lump sum	1		
	3	Mobilization Charges for BHP Unit, Transport Silo & Accessories .(7.5% of total cost of Operations of Bulk Handling Plant, Transport Silo along with complete set of tools, spares and accessories)	Lump sum	2		
	4	Demobilization Charges for the above. (7.5% of total cost of Operations of Bulk Handling Plant, Transport Silo along with complete set of tools, spares and accessories)	Lump sum	2		
	5	Mobilisation & Demobilisation of extra 1500 cuft Silo (Mobilisation is to be completed within 10 days of notice)	Lump sum	4		
	6	Mobilization & Demobilization of Squeeze Packer per call out (for any casing sizes 9-5/8", 7", 5.1/2") (Mobilization to be completed within two weeks from call out date)	Lump sum	10		
2						
	1	Monthly rental for equipment (Cementing Twin pump Unit, Batch Mixer & Laboratory along with all tools, spares and accessories)	Month	24		
	2	Monthly rental for equipment (Bulk Handling Plant, Transport Silo along with complete set of tools, spares and accessories)	Month	48		
3	RENTAL CHARGES FOR CALL OUT ITEMS					
	1	Rental for 1500 cuft Silo (additional)	Day	60		
		Squeeze Packer 9.5/8" Casing	Day	30		
	2	Squeeze Packer 5.1/2" Casing	Day	30		
	3	Squeeze Packer 7" Casing	Day	30		
	4	Rental for Setting Tool & spares	Day	30		
4	PERSONNEL CHARGES :					
	1	Charges for Cementing Engineer.	Month	24		
	2	Charges for Bulk-Handling Plant Operator.	Month	48		
	3	Charges for Bulk-Handling Plant Helpers (2 Nos)	Month	48		

	4	Charges for Transport Silo Operator.	Month	48		
5	OPERATIONAL / JOB CHARGES:					
	1	Charges per Cementing Job	Per Job	72		
	2	Charges per Cementing Plug Job	Per Job	50		
	3	Charges per Cement Squeeze Job without Squeeze Packer.	Per Job	20		
	4	Charges per Cement Squeeze Job with Squeeze Packer	Per Job	10		
6	INTERLOCATION MOVE CHARGE PER COMPLETE UNIT MOVE UPTO 35 KM					
	1	Inter Location Move Charge (ILM-1) Complete cementing package between wells	Lump sum	10		
	2	Inter Location Move Charge (ILM-2) Cementing Unit+Batch Mixer between wells(50% of ILM-1)	Lump sum	48		
7	INTERLOCATION MOVE CHARGE PER COMPLETE UNIT MOVE MORE THAN 35 KM					
	1	Rate of Charges per kilometre (ILM-3)	KM	3000		
8	INTERLOCATION MOVE CHARGE PER PART UNIT MOVE FOR WORK-OVER OPERATION:					
	1	Inter Location Move Charge (ILM-4) (Max. 60% of ILM 1)	Lump sum	7		
9	FORCE MAJEURE CHARGES					
	1	Force Majeure Charge (Should not be more than 50% of sum total of Regular Equipment Rental and Personnel Charges)	Day	30		
10	STACK DAY CHARGES					
	1	Not more than 50% of (Equipment Rental + Personnel Charges)	Day	30		
B	ADDITIONAL SERVICES ON THE BASIS OF AS AND WHEN REQUIRED FOR SQUEEZE CEMENTING JOBS					
	1	Mobilization Charge for Specialist for cement squeeze job.	Lump sum	3		
	2	De- mobilization Charge for above	Lump sum	3		
	3	Charge for Specialist for Squeeze Job	Day	30		
NOTE: Rental Charge for down-hole Tool Specialist on call-out basis shall be payable from the time the Specialist reports/arrives at well-site on receipt of call notice from the Company (OIL) till the time/date of his leaving work place on completion of the particular job.						
C	CEMENT ADDITIVES					
	Table-1					
C.	Additives requirement for Normal Cementing (all prices on FOR Destination Basis)					
1	1	Fluid Loss Reducer	Kg	24000		
	2	Friction Reducer	Kg	10000		
	3	Low Temp Retarder	Kg	10000		

	4	De-foamer	Lit	10000		
	5	Gas Block Additives	Kg	10000		
				Total For Destination/site value		
Total FOR Destination/Site value inclusive of all taxes, duties and levies but excluding custom duties: C1= Sum Total of (1 + 2 + 3 + 4 + 5) above.						
Table-2						
C. 2	Additives requirement for Thermal Completion wells (all prices on FOR Destination Basis)					
	1	Fluid Loss Reducer	Kg	20000		
	2	Friction Reducer	Kg	20000		
	3	Low Temp Retarder	Kg	20000		
	4	High Temp Retarder	Kg	10000		
	5	De-foamer	Lit	10000		
	6	Light Weight Additives	Kg	4,00,000.00		
	7	Strength Stabilizer/Enhancer	Kg	8,00,000.00		
	8	Mechanical property enhancer	Kg	44,000.00		
	9	LCM Additive in Spacer & in cement	Kg	4,000.00		
	10	Spacer Additive	Kg	20000		
				Total For Destination/site value		
Total FOR Destination/Site value inclusive of all taxes, duties & levies but excluding custom duty :C2 = Sum Total of (1 + 2 + 3 + 4 + 5 + 6 + 7+8+9+10) above.						
TOTAL VALUE OF CEMENT ADDITIVES : C = C1 + C2						
D	ADDITIONAL CONSUMABLE CEMENTING ACCESSORIES ON AS AND WHEN REQUIRED BASIS: (TO BE MOBILIZED WITHIN TWO WEEKS OF ADVICE) (all prices on FOR Destination Basis)					
	1	13.3/8" Top Cement Plug (suitable for 68 ppf casing)	No	24		
	2	13.3/8" Bottom Cement Plug (suitable for 68 ppf casing)	No	24		
	3	9.5/8" Top Cement Plug (suitable for 47 ppf casing)	No	24		
	4	9.5/8" Bottom Cement Plug (suitable for 47 ppf casing)	No	24		
	5	7" Top Cement Plug (suitable for 29 ppf casing)	No	24		
	6	7" Bottom Cement Plug (suitable for 29 ppf casing)	No	24		
	7	5.1/2" Top Cement Plug (suitable for 5.1/2" x 20 ppf casing)	No	12		
	8	5.1/2" Bottom Cement Plug (suitable for 20 ppf Casing)	No	12		

	9	Cementing Basket for 13.3/8” casing	No	50		
	10	Cementing Basket for 9.5/8” casing	No	50		
	11	Cementing Basket for 7” casing	No	100		
	12	Cementing Basket for 5.1/2” casing	No	100		
	13	9-5/8" Hydraulic Stage Cementing collar (Hunting XLD) with accessories	No	4		
NOTE: Bidders need to supply Conventional Rotating Top & Bottom Plugs for each sizes when requested. Price of the same to be included in the <u>aforementioned items.</u>				Total For Destination/site value		
Total FOR Destination/Site value inclusive of all taxes, duties & levies but excluding custom duty :D = Sum Total of (1 + 2 + 3 + 4 + 5 + 6 + 7+8+9+10+11+12+13) above.						

Note:

1. Bidder shall quote their cost for the above cement additives on FOR Destination/ Site (Rajasthan) basis inclusive of all taxes, duties and levies, but excluding customs duty. **Customs duty** against this Tender shall not be applicable as the operation shall be carried out in PML areas renewed to Company by Govt. of India 01.01.2016 for twenty (20) and as such exempted from paying custom duty. Bidders should take note of the same while quoting.
2. Cement additives except Defoamer & Gas Block additives should be in powder form. However, Defoamer and Gas Block additive can either be in liquid or solid form.
3. Payment to the Contractor shall be made on actual consumption of the cement additives at drill site for the particular job.
4. Company (OIL) shall provide cement, silica flour, barite and bentonite required for preparation of slurry/ spacer during the job.

GRAND TOTAL VALUE OF CONTRACT INCLUDING CEMENT ADDITIVES FOR TWO (02) YEARS = (A + B + C+D)

NOTES:-

- (i) The items referred in the format are to be read in conjunction with Section-VI, Part - 3.
- (ii) The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work, '**NIL**' should be mentioned against such part of work.
- (iii) The quantities indicated above are tentative requirement for two year and considered for evaluation purpose of bids/estimation of total contract value only. Payment shall, however, be made at actual use against which the units rates have been asked for. No charges other than indicated above are payable.
- (iv) All taxes, duties and levies excluding Service Tax shall be borne by the Contractor. The quoted price shall be exclusive of Service tax. Service Tax as applicable shall be on Company's account. However, liability for payment of the Service Tax in case of Indian Bidder and overseas Bidder having offices in India shall lie on the Contractor, else in case of Foreign Bidders, the

liability shall lie on the Company. The quantum(%age) of Service Tax as applicable against each item must be indicated separately.

- (v) Bid evaluation will be carried out based on the sum total of prices quoted against item Srl. Nos. A, B & C of the price bid format.

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

PAYMENT TERMS

The total estimated Contract Price as indicated in Schedule of work, quantities & rates - BOQ of this Contract is inclusive of all statutory liabilities viz. Corporate Income Tax, Personal Tax, etc. and GST. The Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in BOQ of this Contract

Payment shall be made for the actual work done. Company shall pay the Contractor the amount due subject to contractor's completion of a service listed in Description of Services, after proper inspection by Engineer-in-charge. No part-wise payment shall be made for a particular line item.

Note: All Invoices are to be sent to the following address:

DGM(DRILLING),
Oil India Limited, Jodhpur
2A District Shopping Center, NH62,
Saraswati Nagar, Jodhpur
Rajasthan 342005

PROFORMA-A1

List of items to be imported (in connection with execution of the Contract) against which Customs Duty benefit is **APPLICABLE as per Notification No. 02/2022-Customs dated 01.02.2022**

Srl#	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
- (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".

PROFORMA-A2

List of items to be imported (in connection with execution of the Contract) against which Customs Duty benefit is **NOT APPLICABLE as per Notification No. 02/2022-Customs dated 01.02.2022**

Srl#	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
- (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".

PROFORMA-B
PRICE TABULATION

Service(s): Hiring of Cementing & BHP Services for Thermal and Non-Thermal Completion of Vertical/Deviated Wells

Section	Sr. No.	ITEM DESCRIPTION	UOM	QTY	UNIT RATE (INR)	TOTAL VALUE (INR)
A		REGULAR REQUIREMENT OF CEMENTING UNIT, BATCH MIXER, BULK-HANDLING PLANT, TRANSPORT SILO, CEMENTING ENGINEER, BHP OPERATOR , BHP HELPERS AND OPERATOR FOR TRANSPORT SILO.				
		Mobilization/De-mobilization Charges				
1	1	Mobilization Charges for Cementing Twin pump Unit, Batch Mixer & Consumables (7.5% of total cost of Operations of Cementing Twin pump Unit & Batch Mixer along with all tools, spares and accessories for one year)	Lump sum	1		
	2	Demobilization Charges for Cementing Twin pump Unit & Batch Mixer (7.5% of total cost of Operations of Cementing Twin pump Unit & Batch Mixer along with all tools, spares and accessories for one year)	Lump sum	1		
	3	Mobilization Charges for BHP Unit, Transport Silo & Accessories .(7.5% of total cost of Operations of Bulk Handling Plant, Transport Silo along with complete set of tools, spares and accessories for one year)	Lump sum	2		
	4	Demobilization Charges for BHP Unit, Transport Silo & Accessories .(7.5% of total cost of Operations of Bulk Handling Plant, Transport Silo along with complete set of tools, spares and accessories for one year)	Lump sum	2		
	5	Mobilisation & Demobilisation of extra 1500 cuft Silo (Mobilisation is to be completed within 10 days of notice)	Lump sum	4		
	6	Mobilization & Demobilization of Squeeze Packer per call out (for any casing sizes 9-5/8", 7", 5.1/2") (Mobilization to be completed within two weeks from call out date)	Lump sum	10		
		RENTAL CHARGES FOR REGULAR EQUIPMENT:				
2	1	Monthly rental for equipment (Cementing Twin pump Unit & Batch Mixer along with all tools, spares and accessories)	Month	24		
	2	Monthly rental for equipment (Bulk Handling Plant, Transport Silo along with complete set of tools, spares and accessories)	Month	48		
3		RENTAL CHARGES FOR CALL OUT ITEMS				
	1	Rental for 1500 cuft Silo (additional)	Day	60		
	2	Squeeze Packer 9.5/8" Casing	Day	30		
	3	Squeeze Packer 5.1/2" Casing	Day	30		
	4	Squeeze Packer 7" Casing	Day	30		
	5	Rental for Setting Tool & spares	Day	30		
4		PERSONNEL CHARGES :				
	1	Charges for Cementing Engineer.	Month	24		
	2	Charges for Bulk-Handling Plant Operator.	Month	48		

	3	Charges for Bulk-Handling Plant Helpers (2 Nos)	Month	48		
	4	Charges for Transport Silo Operator.	Month	48		
5	OPERATIONAL / JOB CHARGES:					
	1	Charges per Cementing Job	Per Job	72		
	2	Charges per Cementing Plug Job	Per Job	50		
	3	Charges per Cement Squeeze Job without Squeeze Packer.	Per Job	20		
	4	Charges per Cement Squeeze Job with Squeeze Packer	Per Job	10		
6	INTERLOCATION MOVE CHARGE PER COMPLETE UNIT MOVE UPTO 35 KM					
	1	Inter Location Move Charge (ILM-1) Complete cementing package between wells	Lump sum	10		
	2	Inter Location Move Charge (ILM-2) Cementing Unit + Batch Mixture between wells (50% of ILM-1)	Lump sum	48		
7	INTERLOCATION MOVE CHARGE PER COMPLETE UNIT MOVE MORE THAN 35 KM					
	1	Rate of Charges per kilometer (ILM-3)	KM	3000		
8	INTERLOCATION MOVE CHARGE PER PART UNIT MOVE FOR WORK-OVER OPERATION:					
	1	Inter Location Move Charge (ILM-4) (Max. 60% of ILM 1)	Lump sum	7		
9	FORCE MAJEURE CHARGES					
	1	Force Majeure Charge (Should not be more than 50% of sum total of Regular Equipment Rental and Personnel Charges)	Day	30		
10	STACK DAY CHARGES					
	1	Not more than 50% of (Equipment Rental + Personnel Charges)	Day	30		
B	ADDITIONAL SERVICES ON THE BASIS OF AS AND WHEN REQUIRED FOR SQUEEZE CEMENTING JOBS					-
	1	Mobilization Charge for Specialist for cement squeeze job.	Lump sum	3		
	2	De- mobilization Charge for above	Lump sum	3		
	3	Rental Charge for Specialist for Squeeze Job	Day	30		
	NOTE: Rental Charge for down-hole Tool Specialist on call-out basis shall be payable from the time the Specialist reports/arrives at well-site on receipt of call notice from the Company (OIL) till the time/date of his leaving work place on completion of the particular job.					
C	CEMENT ADDITIVES					
	Table-1					
	Additives requirement for Normal Cementing (all prices on FOR Destination Basis)					
C. 1	1	Fluid Loss Reducer	Kg	24000		
	2	Friction Reducer	Kg	10000		
	3	Low Temp Retarder	Kg	10000		
	4	De-foamer	Lit	10000		
	5	Gas Block Additives	Kg	10000		

		Total FOR Destination/Site value inclusive of all taxes, duties and levies but excluding custom duties: C1= Sum Total of (1 + 2 + 3 + 4 + 5) above.					
C. 2	Additives requirement for Thermal Completion wells (all prices on FOR Destination Basis)						
	Table-2						
	1	Fluid Loss Reducer	Kg	20000			
	2	Friction Reducer	Kg	20000			
	3	Low Temp Retarder	Kg	20000			
	4	High Temp Retarder	Kg	10000			
	5	De-foamer	Lit	10000			
	6	*Light Weight Additives	Kg	400000			
	7	Strength Stabilizer/Enhancer	Kg	800000			
	8	Mechanical property enhancer	Kg	44000			
	9	LCM Additive in Spacer & in cement	Kg	4000			
	10	Spacer Additive	Kg	2000			
				Total For Destination/site value			
Total FOR Destination/Site value inclusive of all taxes, duties & levies but excluding custom duty :C2 = Sum Total of (1 + 2 + 3 + 4 + 5 + 6 + 7+8+9+10) above.							
TOTAL VALUE OF CEMENT ADDITIVES : C = C1 + C2							
D	ADDITIONAL CONSUMABLE CEMENTING ACCESSORIES ON AS AND WHEN REQUIRED BASIS: (TO BE MOBILIZED WITHIN TWO WEEKS OF ADVICE) (all prices on FOR Destination Basis)						
	1	13.3/8" Top Cement Plug (suitable for 68 ppf casing)		No	24		
	2	13.3/8" Bottom Cement Plug (suitable for 68 ppf casing)		No	24		
	3	9.5/8" Top Cement Plug (suitable for 47 ppf casing)		No	24		
	4	9.5/8" Bottom Cement Plug (suitable for 47 ppf casing)		No	24		
	5	7" Top Cement Plug (suitable for 29 ppf casing)		No	24		
	6	7" Bottom Cement Plug (suitable for 29 ppf casing)		No	24		
	7	5.1/2" Top Cement Plug (suitable for 5.1/2" x 20 ppf casing)		No	12		
	8	5.1/2" Bottom Cement Plug (suitable for 20 ppf Casing)		No	12		
	9	Cementing Basket for 13.3/8" casing		No	50		
	10	Cementing Basket for 9.5/8" casing		No	50		
	11	Cementing Basket for 7" casing		No	100		
	12	Cementing Basket for 5.1/2" casing		No	100		
	13	9-5/8" Hydraulic Stage Cementing collar (Hunting XLD) with accessories		No	4		
Total For Destination/site value							

NOTE: Bidders need to supply Conventional Rotating Top and Bottom Plugs for each sizes when requested. Price of the same to be included in the aforementioned items.		
Total FOR Destination/Site value inclusive of all taxes, duties & levies but excluding custom duty :D = Sum Total of (1 + 2 + 3 + 4 + 5 + 6 + 7+8+9+10+11+12+13) above.		
Total Estimated Contract value (INR) excluding GST (A+B+C+D)		
GST (@12%)		
Total Estimated Contract value (INR) including GST (A+B+C+D)		

Note:

1.Bidder shall quote their cost for the above cement additives on FOR Destination/ Site (Rajasthan) basis inclusive of all taxes, duties and levies, but excluding customs duty. Customs duty against this Tender shall not be applicable as the operation shall be carried out in PML areas renewed to Company by Govt. of India 01.01.2016 for twenty (20) and as such exempted from paying custom duty. Bidders should take note of the same while quoting.

2.Cement additives except Defoamer & Gas Block additives should be in powder form. However, Defoamer and Gas Block additive can either be in liquid or solid form.

3.Payment to the Contractor shall be made on actual consumption of the cement additives at drill site for the particular job.

4.Company (OIL) shall provide cement, silica flour, barite and bentonite required for preparation of slurry/ spacer during the job.

GRAND TOTAL VALUE OF CONTRACT INCLUDING CEMENT ADDITIVES FOR TWO (02) YEARS = (A + B + C+D)

NOTES:-

(i)The items referred in the format are to be read in conjunction with Section-VI, Part - 3.

(ii)The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work, 'NIL' should be mentioned against such part of work.

(iii)The quantities indicated above are tentative requirement for two year and considered for evaluation purpose of bids/estimation of total contract value only. Payment shall, however, be made at actual use against which the units rates have been asked for. No charges other than indicated above are payable.

(iv)All taxes, duties and levies excluding Service Tax shall be borne by the Contractor. The quoted price shall be exclusive of Service tax. Service Tax as applicable shall be on Company's account. However, liability for payment of the Service Tax in case of Indian Bidder and overseas Bidder having offices in India shall lie on the Contractor, else in case of Foreign Bidders, the liability shall lie on the Company. The quantum(%age) of Service Tax as applicable against each item must be indicated separately.

(v)Bid evaluation will be carried out based on the sum total of prices quoted against item Srl. Nos. A, B & C of the price bid format.

Authorized 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/3107358

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 in a sum not exceeding 3% of estd. Annual contract value 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/3107358

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.

PROFORMA-E

FORM OF BID SECURITY (BANK GUARANTEE)

Ref. No.

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 , 2022.

THE CONDITIONS of this obligation are:

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

Or

2. If the Bidder, having been notified of 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 _____

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/3107358

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 Tender No. GEM/2023/B/3107358

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.

PROFORMA-J

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/3107358** 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:
--	---

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 relieved 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 Indian Rs./US\$(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

WITNESS NO.2

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

(Signature)
Full name, designation and address
(in legible letters)
With Bank Attorney as per power of
Attorney No. _____
Dated _____

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 :

APPENDIX-A

HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS

The Contractor shall adhere to following points while performing the works under this contract.

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.
3. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
4. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
5. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Act or omissions at work.
6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
7. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.
8. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.

9. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format.
10. The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
11. 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.
12. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
13. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empaneled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.
14. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
15. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

16. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).
17. Contractor has to ensure that all work is carried out in accordance with the Statute and the 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 the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
18. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
19. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
20. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O₂/CO/H₂S) and FLP torch light to be made available at site.
21. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
22. The Contractor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.
23. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.
24. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.

25. OIL will communicate all information to the Contractor or his authorized representative only.
26. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
27. 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.
28. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.
29. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
30. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
31. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
32. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
33. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
34. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
35. Barricading of area to be done with reflecting tapes as applicable during work.

36. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
37. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
38. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.
39. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
40. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
41. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.
42. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.
43. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

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. GEM/2023/B/3107358

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 UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC
INFORMATION/DOCUMENTS

(To be typed on the letter head of the bidder)

Ref. No _____

ANNEXURE-X

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. GEM/2023/B/3107358

To,
The GM-C&P (RF)
Contracts & Purchase Deptt,
OIL, Rajasthan Field, Jodhpur

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)

**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.
