



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

CONTRACTS DEPARTMENT
P.O: DULIAJAN, DIST: DIBRUGARH
ASSAM (INDIA), PIN-786602
Tel: +91-374-280 0548
Fax: +91-374-280 3549
Email: contracts@oilindia.in
Website: www.oil-india.com

FORWARDING LETTER

M/s _____

Sub: IFB No. CDG3605P24 for 'Hiring the services of Hydro-Fracturing in the existing wells of Oil India Limited located in oil fields of Assam including supply of chemicals and consumables'.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement site for **Hiring the services of Hydro-Fracturing in the existing wells of Oil India Limited located in oil fields of Assam including supply of chemicals and consumables**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	CDG3605P24
(ii)	Type of Bidding	:	Online Open Global e-Tender: Single Stage-Two Bid System
(iii)	Tender Fee	:	Not Applicable
(iv)	Bid Closing Date & Time	:	28th June, 2023 [11:00Hrs (IST)]
(v)	Technical Bid Opening Date & Time	:	28th June, 2023 [14:00Hrs (IST)]

(vi)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(vii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(viii)	Bid Opening Place	:	Office of Chief General Manager-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(ix)	Bid Validity	:	120 (one hundred twenty) days from Bid Closing date
(x)	Mobilization Time	:	As defined in the tender
(xi)	Bid Security Amount	:	INR 74,34,500.00 or USD 90,300.00
(xii)	Bid Security Validity	:	Upto 180 days from the Original Bid closing date
(xiii)	Original Bid Security to be submitted	:	Office of Chief General Manager-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(xiv)	Amount of Performance Security	:	10% of total contract value
(xv)	Validity of Performance Security	:	Up to 3(three) months beyond the defect liability period
(xvi)	Location of job	:	OIL's fields in Assam
(xvii)	Duration of the Contract	:	01(one) year from the date of commencement of operation
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer Clause No. 15.0 of Part-3, Section-III (Special Conditions of Contract).
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Data room for viewing wells shall be opened from:	:	01st June to 15th June, 2023
(xxii)	Pre-Bid Conference	:	Tentatively Scheduled on 16th June, 2023
(xxiii)	Last Date for receipt of Pre-bid Queries	:	14th June, 2023 (Queries received after 14th June, 2023 will not be entertained)

Note: Bidders are required to send a request to the email IDs: contract-global@oilindia.in and zoom.das@oilindia.in along with the duly filled **Non-Disclosure**

Agreement (NDA) attached vide **Appendix: NDA** to this tender for getting the access to view the data of the wells under this tender. The Data room will remain accessible from **01st -15th June, 2023 only**. No further extension of the timeline for data viewing will be entertained by OIL. The duly signed NDA must be submitted by the bidder along with the request failing which no access shall be given.

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

3.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

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

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

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

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

3.5 Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807171/7192.

3.6 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url:<http://oil-india.com/pdf/ETenderNotification.pdf>).

3.7 The link for OIL's E-Procurement Portal is available on OIL's web site (www.oil-india.com).

4.0 PRE-BID CONFERENCE:

4.1 A Pre-Bid Conference is scheduled to be held on **16th June, 2023** through **Physical Mode** to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. The parties who want to participate in the pre-bid conference must confirm their participation and forward the **e-mail IDs and contact details of maximum 2(two) representatives** along with their pre-bid queries to email ID: contracts@oilindia.in , if any latest by **14th June, 2023**. The exact venue for pre-bid conference shall be communicated to the nominated representatives nearer the scheduled date of pre-bid conference.

4.2 It is recommended to the prospective Bidders to attend the pre-bid conference and to make site visits to familiarize themselves with all the salient features of terrain and available infrastructure in OIL's operational areas. This will help the bidder to understand the total requirement for proper bidding.

4.3 Maximum two (2) representatives from each prospective Bidder, who registered themselves against the tender shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders.

4.4 The prospective bidders shall submit their queries/clarifications against the tender through E-mail addressed to CGM-Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **16th June, 2023**. OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond **the aforementioned date** 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.

4.5 However, clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who have registered against the tender. Company will not accept any exception/deviation to tender conditions/specifications

once the same are frozen after the pre-bid conference and the non-compliant bid(s) shall be rejected outright against this tender.

4.6 The exact date and venue of pre-bid conference will be intimated later on.

5.0 IMPORTANT NOTES:

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information/documents submitted as per **Proforma-J** should be submitted along with the technical bids.

iv) **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 revised w.e.f. 17th March, 2023 available in OIL's website: www.oil-india.com.

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

vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2017 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments **Conditions** Summary Tracking

Basic Data Questions Technical Attachments

▼ Notes

Clear

Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	-Empty-
Purchaser's Remarks	-Empty-

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Chk
The table does not contain any data						

Go to this Tab **“Notes and Attachments”** for Uploading “Priced Bid” files.

Go to this Tab **“Technical Attachments”** for Uploading “Technical Bid” files.

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

Notes:

- * The “Technical Bid” shall contain all techno-commercial details **except the prices**.
- ** The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

viii) Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. In such tenders, Bidders must upload their pricing as per the **“Price Bid Format – Proforma-B”** under **“Notes & Attachment”** and additionally fill up the on-line field “Total Bid Value” under **“RFx Information”** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

Create RFX Response

Submit | Read Only | Print Preview | Check | Technical RFX Response | Close

RFX Response Number 60038748 RFX Number
 RFX Owner BHARALI Total Value 0.00 INR

RFX Information | Items | Notes and Attachments

Basic Data | Questions | Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: ☐ ☒

Total Bid Value:

Callouts:

- Bidder to select the currency of the Response
- "Total Bid Value" is mandatory in "No Price" RFX only
- "Total Bid Value" considering all the taxes & duties.

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

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the "Price Bid Format: Proforma-B" under "Notes & Attachments" tab page.

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

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

- 6.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from bidder) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
- 6.2 "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.

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

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

6.4 The beneficial owner for the purpose of para 6.3 above will be as under:

6.4.1 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;

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

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

- 6.4.4 Where no natural person is identified under 6.4.1 or 6.4.2 or 6.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 6.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 6.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 6.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder for participation in this tender.
- 6.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 6.8 If the undertakings viz. **Exhibit-I, Exhibit-II and Exhibit-III** given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.
- 7.0** OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(Z. Das)
Sr. Officer – Contracts
For Chief General Manager – Contracts
FOR RESIDENT CHIEF EXECUTIVE

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

1.0 Eligibility of the bidder:

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 Bid Documents:

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
 - b) Instructions to Bidders (ITB), (Part-1)
 - c) Bid Evaluation Criteria(BEC), (Part-2)
 - d) General Conditions of Contract(GCC), (Part-3, Section-I)
 - e) Terms of Reference/Technical Specification, (Part-3, Section-II)
 - f) Special Conditions of Contract, (Part-3, Section-III)
 - g) Schedule of Rates, (Part-3, Section-IV)
 - h) Estimated CIF value of items at the time of import, (Proforma-A)
 - i) Price Schedule Format, (Proforma-B)
 - j) Bid Form, (Proforma-C)
 - k) Statement of Non-Compliance (Proforma-D)
 - l) Bid Security Form (Proforma-E)
 - m) Performance Security Form, (Proforma-F)
 - n) Agreement Form (Proforma-G)
 - o) Proforma of Letter of Authority (Proforma-H)
 - p) Authorisation for Attending Bid Opening (Proforma-I)
 - q) Format of undertaking by Bidders towards submission of authentic information/documents (Proforma-J)
 - r) Safety Measures (Proforma- K)
 - s) Financial Turnover, Networth & Working Capital Certificate (Proforma-L)
 - t) Integrity pact(Proforma-M)
 - u) Undertaking towards submission of Bank Guarantee (Proforma-N)
 - v) Undertaking for Local Content (Proforma-O)
 - w) Format for claiming Purchase Preference (Proforma-PP)
 - x) Format of agreement between bidder and their subsidiary(Proforma-Q)
 - y) Undertaking for TPI(Proforma-V)
 - z) Other Proformas, Annexures, Exhibits & Appendices
- 2.2 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.
- 2.3 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 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 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 OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

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 authorised Agents in India, if any.
- 5.3 Documents comprising the bid:

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

(A) Technical Bid (to be uploaded in “Technical Attachments” tab)

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 9.0.
- c) Bid Security Form as per Proforma-E.
- d) Copy of Bid-Form without indicating prices in Proforma-C.
- e) Statement of Non-compliance as per Proforma-D.
- f) Proforma-A: List of items to be imported without the CIF values (For Global Tenders).
- g) Copy of Priced Bid without indicating prices (Proforma-B).
- h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-M attached with the bid document to be digitally signed by the bidder's Authorised representative.
- i) 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 “Notes and Attachments” tab)

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

- a) Price-Bid Format as per Proforma-B
- b) Bid Form as per Proforma-C
- c) Proforma-A showing the items to be imported with the CIF values (For Global Tenders).

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 OIL's E-Tender Portal under “Notes & Attachment” Tab. 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 (excluding 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:

- 8.1 **The Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees. Indian Bidders are required to quote their prices in INR only. If any Indian bidder quotes their price in currency other than INR, contract to the bidder shall be awarded (if successful) in INR only considering the conversion rate as per Clause No. 21.0 of ITB. However, currency once quoted will not be allowed to be changed.**

9.0 Documents establishing bidder's eligibility and qualifications:

These are listed in BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

10.0 Bid Security:

- 10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause **10.8**.
- 10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency 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.
 - d) Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable.

- 10.3 Any bid not secured in accordance with sub-clause **10.2** above shall be rejected by the Company as non-responsive.
- 10.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of the Tender.
- 10.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 27.0 below is furnished.
- 10.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.8 The Bid Security may be forfeited:
- If the bidder withdraws the bid within its original/extended validity.
 - If the bidder modifies/revises their bid suo-moto.
 - If the bidder does not accept the order/contract.
 - If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
 - 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.
- 10.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years or as deemed fit as per the prevailing Banning Policy of the Company (OIL).
- 10.10 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 in the "Technical Attachment" tab of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of CGM-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach CGM-Contract's office on or before 12.45 Hrs (IST) on the Bid Closing date.
- 10.11 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.
- 10.12 The Bank Guarantee issuing bank branch must ensure the following:
- 10.13 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 **ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602**. The Bank details are as under:

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

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

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

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:** In case any bidder is exempted from paying the Bid security, they should upload the supporting

documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

- a) MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) eligible for exemption of Bid Security shall furnish Udyam Registration Number with Udyam Registration Certificate along with technical bid.

Note:

i. Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES and as amended time to time.

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

- b) Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.

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

12.0 Period of validity of bids:

- 12.1 Bids shall remain valid as per the requirement mentioned in forwarding letter 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. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 Signing & submission of bids:

13.1 Signing of bids:

- 13.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate

having “Organization Name” field other than Bidder’s Name shall be rejected summarily.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

In case the digital signature is not of “Class-3” with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per Proforma-H) shall be indicated by written Power of Attorney accompanying the Bid.
- 13.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

13.2 Submission of bids:

The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions is available in “User Manual” available in OIL’s E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical Attachment” Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the attachment link under “Notes & Attachments” Tab under General Data in the e-portal. No price should be given in the “Technical Attachment”, 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 CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) The Original Bid Security along with 1(one) copy
- 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.

- 13.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.
- 13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 13.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

14.0 Indian agent/representative/retainer/associate:

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/ Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign bidder against the IFB.

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

15.0 Deadline for submission of bids:

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

- 15.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

16.0 Late Bids:

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

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 e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

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 17.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Proforma-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

Attachment” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical Attachment” Tab Page only in the E-portal.

- 19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 19.3 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

20.0 Opening of priced bids:

- 20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about

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

- 20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

21.0 Conversion to single currency:

While evaluating the bids, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees.

22.0 Evaluation and comparison of bids:

The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), PART-2 of the Bid Documents.

22.1 Discounts / rebates

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

22.2 Loading of foreign exchange

There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

22.3 Exchange rate risk

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

In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

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:

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

25.0 Company's right to accept or reject any bid:

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

26.0 Notification of award:

- 26.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 26.2 The notification of award will constitute the formation of the Contract.
- 26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 27.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

27.0 Performance security:

Successful bidder has to submit Performance Security amount as mentioned in GCC clause no. 10.0.

28.0 Signing of contract:

- 28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

- 28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the 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.

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

29.0 Credit facility:

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

30.0 Mobilisation and advance payment:

- 30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against 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.
- 30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 30.3 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.

31.0 Integrity pact:

- 31.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Proforma-M** 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.
- 31.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact.
- 31.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If

required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

31.4 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a) Shri Ram Phal Pawar, IPS (Retd);
E-mail: rpawar61@hotmail.com
- b) Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC
E-mail : tmbhasin@gmail.com
- c) Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh,
E-mail: Ops2020@rediffmail.com

32.0 Local conditions:

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

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

33.0 Specifications:

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

34.0 Goods & Services Taxes:

34.1 In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST / VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise

Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

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

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

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

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

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

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

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

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

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

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

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

34.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or

IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

- 34.9 OIL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 34.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 34.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 34.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / blacklisted, then the bid may be rejected by OIL.

END OF PART-1

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PART-2

BID EVALUATION CRITERIA (BEC)

OIL INDIA LIMITED has identified a pool of forty (40) Nos. of wells (refer **Appendix: Wells** enclosed to this tender below) in its oilfields located in Assam, India and intends to carry out Hydro-Fracturing operations in the suitable wells in a phased manner to augment production. This tender is floated to study the well data of all aforesaid 40 wells and to prioritize the same for hydro-frac jobs in order of their potential/merit and thereafter to carry out hydro-fracturing operations in twenty (20) wells, depending on the outcome of the study. Keeping in view the urgency for optimization of production and criticality of hydro-frac operations, these identified 40 wells have been divided into two groups (viz, **Group-A: 20 wells** and **Group-B: 20 wells**) for the purpose of award of contracts to two (2) independent techno-commercially successful bidders against the tender for concurrent operations as per the awarding criteria stipulated in Clause 9.0 below. Out of the 20 wells in each group, 10 candidate wells are expected to be selected for hydro-frac jobs in consultation with the Company based on the study results.

1.0 VITAL CRITERIA FOR BID ACCEPTANCE:

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bidders are advised not to take any exception/deviation to the Bid Documents. Exceptions/Deviations, if any, should be brought out during the **Pre-Bid Conference** as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard. **Still, if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be liable for rejection.**

2.0 GENERAL CONFORMITY: The bid shall conform generally to the specifications and terms & conditions given in this bid document. Bids shall be rejected in case the services & materials offered do not conform to the 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.

3.0 TECHNICAL EVALUATION CRITERIA:

3.1 EXPERIENCE

- i. The bidder shall have experience of completing at least 05 (Five) nos. of hydro-fracturing jobs for oil/gas wells during the last 07 (Seven) years reckoned from the original bid closing date. Any 01 (One) job out of those total 05 (Five) jobs submitted against experience by the bidder must qualify for any of the 02 (Two) following criteria out of the 03 (Three):
 - a) Job completed in a minimum Measured Well depth of 3500 m or deeper (11,480 ft or deeper); Depth to be measured from MSL (Mean Sea

Level) in case of offshore wells and GLE (Ground Level Elevation) in case of onshore wells.

b) Job completed in wells with Geothermal/target reservoir temperature equal to or greater than 150 deg. C.

c) Job completed in wells with Surface Fracture pressure of 9,000 psi or more.

ii. The bidder must have experience in study and designing of hydrofracturing job in minimum 10 nos. of Oil & Gas Wells.

3.2 Notes to BEC clause no. 3.1 above:

a. The vintage of all major equipment offered (i.e. pumping unit and blender unit) shall not be more than **08 (Eight) years to be reckoned from the original bid closing date**. In support of vintage of offered equipment(s), the bidder shall submit an undertaking confirming that the offered equipment (i.e. pumping unit and blender unit) are manufactured not before 08 (Eight) years to be reckoned from the original bid closing date. Documentary evidence of vintage must be submitted to OIL at the time of mobilization/commissioning failing which mobilization shall not be treated as complete.

or

In case any of the major equipment (i.e., pumping unit and blender unit) offered by the bidder does not qualify the aforementioned vintage criteria, the bidder shall have to submit an Undertaking along with their Technical Bid that they shall get such equipment inspected/verified and certified by any of the OIL's authorized/recognized third party inspecting agencies viz; M/s Lloyds or M/s Bureau Veritas or M/s RITES or M/s IRS or M/s DNV or M/s Tuboscope Vetco confirming the Residual Life of such equipment is at least 03 (Three) years from the date of mobilization at site. To this effect, the Contractor must submit the relevant documents (i.e., duly signed & sealed TPI certificate, Commissioning Report & Registration Certificate of the equipment) to OIL before commencing operations under the contract.

b. In support of the experience criteria of Clause No. 3.1 above, the bidder must furnish the following documentary evidences self-certified, in the form of:

- i. Copies of Relevant pages of the contract document showing Contract Number, period of contract and detailed Scope of work etc.
- ii. Copies of completion Certificate(s) or payment certificate(s) or Daily Progress Report(s) or any other documents which substantiates completion of the required jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.).

3.3 A job executed by a bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BEC.

3.4 BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES:

3.4.1 BIDS FROM INDIAN JOINT VENTURE (JV) COMPANY:

- (a) In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 2013 and any amendment thereunder. JV agreement along with the share holding pattern should be submitted failing which bid shall be outrightly rejected. They should meet the technical qualification requirements as under:

- (i) The JV on its own shall meet the experience criteria as per Clause No. 3.1

or

- (ii) Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Clause No. 3.1.

Note:

- A. In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the execution of the contract failing which bid shall be outrightly rejected. Similarly, under such a situation the contract shall be liable for termination, if already awarded.
- B. Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/subsidiary/co-subsidiary/ sister subsidiary /parent/ holding/affiliating/ associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.

- (b) **Constitution of Joint Venture:** The members of the JV should not be more than three. If after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

- (c) Members of the JV are not allowed to quote separately/independently / or through any other arrangement like part of any other JV/Consortium or Subsidiary/ Parent company/ co subsidiary against this tender. All the bids received in such a case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

3.4.2 BIDS FROM PARENT/WHOLLY OWNED SUBSIDIARY

- (a) Bids of those bidders (other than JV or Consortium), who themselves do not meet the experience criteria as stipulated in Clause no. 3.1 above can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who meets experience criteria as

stipulated in Clause no. 3.1 above or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company] who meets experience criteria as stipulated in Clause no. 3.1 above. However, the parent/subsidiary company (as the case may be) of the bidder must on its own meet the experience as stipulated in the BEC and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement for meeting the experience criteria.

- (b) In case of subsidiary company dependent upon the 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 should enclose a Parent/Subsidiary Agreement (as per **PROFORMA-PS**) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per **PROFORMA-XX**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid failing which the bid will be outrightly rejected. The subsidiary status/stake holding should not change during the execution of the contract (if awarded), otherwise the contract shall be liable for termination.

3.4.3 BIDS FROM SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY:

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in 3.1 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:

- (a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.
- (b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in Clause 3.1 above and not through any other arrangement like technical collaboration etc.
- (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **Proforma-Q**, between them, their ultimate parent/holding company, along with the technical bid.

In the situations mentioned in Clause No. 3.4.2 and 3.4.3 above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed as **PROFORMA-XIX**), 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 supporting company 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 performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.

- (ii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Bidders quoting under the categories as mentioned under Clause nos. 3.4.2 & 3.4.3 above should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per PROFORMA-XX in this respect to be submitted as part of technical bid.

3.4.4 BIDS FROM CONSORTIUM:

In case the Bidder is a Consortium of Companies, the following requirements must be satisfied by the Bidder:

- (i) Acceptable Memorandum of Understanding (MOU) has to be made between the consortium partners, which should be duly signed by the authorized executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to any & all responsibilities and obligations under the contract, if awarded, and identifying the Leader of the Consortium.
- (ii) The leader or its consortium member must satisfy the minimum experience requirement as per clause **3.1** above.
- (iii) The leader of the consortium must confirm unconditional acceptance of full responsibility of executing the “Scope of Work” of this tender. This confirmation must be submitted along with the technical bid.
- (iv) MOU/Agreement concluded by the bidder with consortium partners, should be addressed to the Company, clearly stating that the MOU/Agreement is applicable to this Tender and shall be binding on them for the entire contract period, including extension, if any. The MOU must unconditionally and unequivocally declare that the MOU shall remain valid during the validity of the Contract. The MOU/Agreement should be submitted along with the Technical bid.
- (v) Only the Leader of the consortium shall register against the tender on e-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.

- (vi) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.
- (vii) 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 shall also be responsible for resolving dispute/ misunderstanding/ undefined activities, if any, amongst all the Consortium members.
- (viii) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
- (ix) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations. OIL may consider direct payment to individual consortium members within the same vertical, provided the consortium, so formed is complied with the terms of the Circular No. 07/2016 dated 07th March, 2016 issued by the Central Board of Direct Taxes (CBDT). Besides, for direct payment required for their part of scope of works, the same should be clearly indicated in the bid as well as MoU along with member-wise details of price break-up.
- (x) In case of Consortium bids, the bid shall be digitally signed by 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.
- (xi) 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.
- (xii) **Constitution of Consortium:** If during evaluation of bid, a consortium leader proposes any alterations/ changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.
- (xiii) **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.

- (xiv) 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 will be rejected.

3.5 MOBILIZATION TIME:

3.5.1 PHASE-I: STUDY AND SUBMISSION OF REPORT

During Phase-1, the contractor shall complete collection of available G&G and Engg. data within a maximum period of **30 (Thirty) days from the date of issuance of LOA**. Simultaneously, the contractor shall complete submission of detailed feasibility study, selection of wells, prioritizing/ranking, designs the Hydrofracturing jobs and selection of artificial lift mechanism. Report preparation and presentation at Duliajan including suggestions for well preparation which is mutually agreed by the contractor and Company prior to execution of Hydro-fracturing as per Scope of Work within **90 (Ninety) days from the date of issuance of LOA**.

3.5.2 PHASE II: MOBILIZATION FOR 10 NOS. CANDIDATE WELLS

During phase-II of the contract, the mobilization of equipment, personnel etc. (including packers and accessories) including all chemicals as mentioned in Section-II should be completed by Contractor within **180 (One-Hundred Eighty) days from the date of issuance of LOA**.

Note: The bidders must confirm their compliance in their “Technical” bid to complete the mobilization of all the above phases within the stipulated time as mentioned above. Offers without confirmation of stipulated mobilization time or with mobilization time more than stipulated time will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.

- 3.6** Bidders must categorically confirm in their technical bid they will not participate in the tender which is likely to be floated by OIL for the QAQC Consultant, if awarded for any group of wells under this tender.

4.0 FINANCIAL EVALUATION CRITERIA:

- 4.1** **Annual Financial Turnover from Operations** of the Bidder during any of the last three (03) completed financial/accounting years preceding the **Original Bid Closing date** must be at least **INR 51,84,48,907.00** or **USD 6,291,900.00**.

[Annual Financial Turnover from operations shall mean: “Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year” as per the Companies Act, 2013 Section 2 (91).]

- 4.2** The **Net worth** of the bidder must be Positive for the financial/accounting year preceding the original Bid Closing date.

[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"]

4.3 If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. 4.1 & 4.2) by itself, it can submit the bid based on the financial strength of its JV member having more than 50% stake in the JV Company and the following need to be complied/submitted:

(i) An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain more than 50% shareholding in the JV till execution of the contract is accomplished.

(ii) A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.

4.4 In case, the bidder is a **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 bid based on the financial strength of its parent/ultimate parent/holding company, the following needs to be complied/submitted:

(i) the parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 4.1 & 4.2 above.

(ii) Corporate Guarantee (**as per Proforma-XXI**) on parent / ultimate parent / holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them, and

(iii) A certificate from the statutory Auditor of the bidding company as well as of the parent/ ultimate/ holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

Note: The above certificate should not be more than 30 days old as on the original bid closing date.

4.5 In case of Consortium of companies, any member of the Consortium shall meet the minimum annual financial turnover from operations as mentioned in Clause 4.1 above and other member(s) of the consortium shall meet 50% of the value mentioned in clause no. 4.1 above during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Additionally, the Net Worth of all the consortium partners individually should be positive for the accounting year preceding the original bid closing date.

Borrowing support from parent/supporting company is not allowed to meet the financial criteria.

4.6 Notes to BEC Clause 4.0 above:

- a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:
- (i) Audited Balance Sheet along with Profit & Loss account.
OR
- (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net Worth as per format prescribed in **Proforma-L**.

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

- b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date/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) and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-IX**.
- c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.
- e. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD 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 or USD. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.
- f. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual Turnover & Net worth as mentioned in Para 4.0.

5.0 COMMERCIAL EVALUATION CRITERIA:

- 5.1 Bids shall be submitted under single stage two Bid system i.e., Un-priced Techno-Commercial Bid and Priced Bid separately in the OIL's e-Tender portal. The Un-priced techno-commercial bid (or Technical bid) is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per **Proforma-B** uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.
- 5.2 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. Bids with adjustable price terms will be rejected.
- 5.3 Bids received with validity of offer less than **120 (One Hundred twenty) days** from Bid Opening Date will be rejected.
- 5.4 **Bid security** shall be furnished as a part of the **Techno Commercial Un-Priced Bid**. The amount of bid security should be as specified in the Forwarding letter/Introduction/GeM bid document. **Any bid not accompanied by a proper bid security will be rejected.**
- 5.5 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "**Proforma-M**" of the tender document. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 5.6 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 5.7 Bids submitted after the Bid Closing Date and Time will be rejected.
- 5.8 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 5.9 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 5.10 Bid documents shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.
- 5.11 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

- 5.12 Any Bid containing false statement will be rejected.
- 5.13 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document; otherwise, the Bid will be summarily rejected.
- 5.14 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.
- 5.15 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –
- (i) Firm price
 - (ii) Bid Security
 - (iii) Period of validity of Bid
 - (iv) Price Schedule
 - (v) Performance Bank Guarantee / Security deposit
 - (vi) Delivery / Completion Schedule
 - (vii) Scope of work
 - (viii) Guarantee of material / work
 - (ix) Liquidated Damages clause
 - (x) Tax liabilities
 - (xi) Arbitration / Resolution of Dispute Clause
 - (xii) Force Majeure
 - (xiii) Applicable Laws
 - (xiv) Specifications
 - (xv) Integrity Pact
- 5.16 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India[except copies of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ through OIL’s e-bidding portal, before the scheduled date and time for the tender closing. **All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.**

6.0 PRICE EVALUATION CRITERIA:

- 6.1 Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.
- 6.2 If there is any discrepancy between the unit price and the total price, the unit price will prevail, and the total price shall be corrected. Similarly, if there is any

discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

- 6.3** For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered.
- 6.4** The bidders must quote their charges/rates in the manner as called for vide “Schedule of Rates” under **Section-IV** and the summarized price schedule format vide enclosed **Proforma-B**.
- 6.5** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Price Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.
- 6.6** The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.
- 6.7** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- 6.8** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 6.9** In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 6.10** Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including quoted GST (CGST & SGST/UTGST or IGST).
- 6.11** OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

- 6.12** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.
- 6.13** **CUSTOMS DUTY**: In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.

Similarly, the domestic supply of such goods would attract concessional GST on submission of EC in terms of Gazette Notification No. No. 3/2017- Central Tax (Rate) dated 28.06.2017 (and as amended from time to time).

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.

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 List-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 must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.

Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the Proforma-A submitted by the bidder.

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.

7.0 GENERAL:

- 7.1** In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account

of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.

- 7.2** 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. Since pre-bid meeting is provisioned in this tender, Company is not obligated to seek any post-bid clarification. However, clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted.
- 7.3** If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.
- 7.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 7.5** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 7.6** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

8.0 PURCHASE PREFERENCE CLAUSE:

- 8.1 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES:** Purchase Preference to Micro and Small Enterprises is applicable for this tender. Bidders seeking benefits, under Purchase Preference Policy (MSE) shall have to be registered under Udyam Registration.

Note: Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience/consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister Subsidiary/Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister-Subsidiary/Co-Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is/are also a MSE(s). However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs, 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.

8.1.1 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.

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

- (i) Udyam Registration Number with Udyam Registration Certificate.

Note: 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.

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

Note: 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. Bidder to categorically confirm under which policy i.e. PP-LC or MSE, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration **as per Proforma-PP**. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

9.0 AWARD OF CONTRACT: The procedure for award of the contract for hiring of the services of Hydrofracturing in 10 (Ten) nos. + 10 (Ten) nos. of wells from the Group A & Group B list of wells shall be as under:

The L1 bidder shall be awarded the contract for the group they prefer to choose after price bid opening. The other/left-over group will be offered to other techno-commercially acceptable bidders in the following order of preference, subject to matching their overall quoted price to that of the L1 bidder:

First Preference: The eligible MSE bidders falling within the price band of L1+15% in order of their ranking (lowest to the highest bidder).

Second Preference: The eligible Class-I PPLC bidders falling within the price band of L1+20% in order of their ranking (lowest to the highest bidder).

Third Preference: Remaining techno-commercially acceptable bidders who are not eligible for any purchase preference mentioned above in order of their ranking (lowest to the highest bidder).

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

10.1 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 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)	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com

Private Limited	c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhavar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com
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- 10.2** The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.
- 10.3** As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an **Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening.** Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.
- 10.4** The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:
- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empaneled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

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

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

i General Requirement:

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

ii Additional Documents : (If applicable against the tender)

- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern

iii Technical Criteria

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.

Notes:

- (i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.
- (ii) Undertaking from TPI Agency as per format (**Proforma-V**) enclosed should be submitted along with the Bid.

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

END OF PART-2

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Part-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY/OIL/Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

1.2.6 Sub-Contract:

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

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value:

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods:

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

1.2.13 Drawings:

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

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided

under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid/offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Wilful 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 Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

- 10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-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 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 COMPANAY 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 BimaYojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

- viii) Any other insurance policy set forth in the SCC

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

15.0 LIABILITY:

- 15.1** Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORS and sub-CONTRACTORS.
- 15.2** The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.
- 15.3** The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.4** The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub-CONTRACTORS shall have

any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

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

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

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

16.0 **LIMITATION OF LIABILITY:**

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

- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

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

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

- 23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are 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 maybe 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, along with 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.
- (ii) 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

Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

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

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

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 2017
- 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 along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

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

45.0 TO DETERMINE THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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

whose property or rights are affected or may be affected in any way by the services.

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

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

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

END OF SECTION-I

Part-3

SECTION-II

SCOPE OF WORK (SOW) / TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT

1.0 INTRODUCTION

The scope of work will cover:

- a. Hydro-fracturing of 10 (ten) nos. of wells (oil/gas) from **Group A** pool of 20 nos. wells located in oil fields of Assam within a time frame of 01 (one) year.

OR

- b. Hydro-fracturing of 10 (ten) nos. of wells (oil/gas) from **Group B** pool of 20 nos. wells located in oil fields of Assam within a time frame of 01 (one) year.

2.0 SCOPE OF WORK FOR HYDRAULIC FRACTURING FOR EACH SET OF 10 (TEN) NOS. OF JOBS (FOR GROUP A OR GROUP B):

The work under this contract shall be executed in 02 (two) phases for effective Hydrofracturing in 10 (Ten) Nos. of Oil/Gas wells in Company's Oil fields in Assam within a period of 01 (one) year from commencement of contract.

2.1 Phase-I: Study and Submission of Report

- 2.2 The Contractor shall carry out detailed study of 20 nos. (max) of Oil/Gas wells shortlisted by OIL for finding out feasibility, recommendations and designing of Hydro fracturing job.
- 2.3 That Contractor shall send a team of experts to OIL's office at Duliajan, Assam to review/collect all necessary data and reports required for the detail study during Phase-I.
- 2.4 The Contractor shall rank these wells from most suitable to least suitable candidate well for Hydrofracturing job in accordance with candidate recognition study requirement. In the event of not finding required number of suitable candidate wells for Hydrofracturing among these max. 20 Nos. of wells, OIL may provide a list of another set of wells for carrying out feasibility study of Hydro-fracturing job. However, the contractor shall carry out the additional study at no extra cost to OIL.
- 2.5 Based on the study, the Contractor will prioritize/rank the candidate wells with recommendations and the design basis for candidate wells. The Contractor shall associate OIL team during the feasibility study, prioritizing/ranking of candidate wells and in preparing the design of hydraulic fracturing.
- 2.6 The recommendations will be submitted in the form of a Report on successful completion of the entire phase-I study cum design. The Report (1 hard copy and 1 soft copy) shall provide incorporating the following but not limited to:
- 2.6.1 Details of Data Review
- 2.6.2 Methodology adopted for the study
- 2.6.3 Screening criteria

- 2.6.4 Ranking/prioritizing and designing.
- 2.6.5 Recommendations for well preparation prior to mobilizing the equipment
- 2.6.6 Fracturing design including number of fracture stages, fracture half length and width
- 2.6.7 Prediction of pre-fracturing and post-fracturing production profiles after calibration.
- 2.6.8 Projection of incremental gain post Hydro-fracturing job.
- 2.6.9 Strength of proppants

NOTE: In case of non-availability of any specific data, the same may be assumed to the extent of realistic value for fracturing job design.

- 2.7 The Contractor shall adhere to the following time schedule for the completion of the Phase-I “Study Phase”:

Table - 1

Completion milestone	Elapsed time frame from the date of start of the job
Detailed study, selection of wells, prioritizing/ranking, design the Hydro-frac jobs and selection of artificial lift mechanism, if any. Report preparation and presentation at Duliajan.	90 (Ninety) Days from the date of issuance of LOA (including additional wells supplied to contractor, if any)

Note:

1. The contractor should consider the following during well selection and subsequent HF design: -

Completion: 5 M/10 M well head, 2 7/8” 6.4 ppf P110 tbg, 5 ½” 20 ppf combination with N80 csg.

Unloading / Wells Activation: Using CTU+NPU for a period of maximum 15 days (continuous) will be considered.

2. OIL will provide the latest available data to the contractor to ensure a robust analysis during study phase.

- 2.8 **OIL’s QA/QC Consultant:** OIL shall engage a QA/QC consultant for Quality Assurance and Quality Control of the Hydro-frac services. The QA/QC consultant, if engaged, shall carryout the following:

- i) QA/QC consultant shall verify and vet the study reports submitted by the contractor for the wells studied by them.
- ii) In case of any differences of opinion on the study reports submitted as per clause no. 2.6 above, a tripartite meeting shall be held among the Hydro-frac Contractor, QA/QC Consultant & OIL for finalization of the report within a period of 20 days from the date of submission of study reports.
- iii) QA/QC consultant shall also examine the post frac reports submitted by the contractor to check whether the main Frac job has been executed as per the pre-Frac design submitted by the contractor. In case of any major deviation in the

main Frac, OIL's verdict about the success or failure of the job will be final and binding to the contractor.

3.0 **Phase-II:** Well preparation, Mobilization and Execution of Hydro-fracturing for 10 (Ten) nos. of wells.

3.1 The contractor shall submit the required work over program including well completion with **packer** for preparing the wells for hydraulic fracturing. Any specific requirement like perforation, stimulation jobs such as acid, solvent, scale removal, casing integrity test, additional Logging jobs etc. if required, shall be mentioned in the proposed plan. **The final workover plan shall be approved by OIL in consultation with QA/QC consultant.**

3.2 Contractor shall supply Retrievable **packer** of 10,000 psi differential pressure rating as per the following specs, suitable to run in vertical and deviated wells with required tools/accessories for its installation and retrieval for each of the wells to be fracked. OIL shall provide 2.7/8" OD tubing string with API 8RD EUE/VAMTOP/Hunting Seal-lock XD connection for running in of packer/final completion. Necessary cross-overs etc. for connecting the tool shall be under the scope of the service provider.

a) Specification of Retrievable Packer

Suitable for setting depth of 5000 m

Casing size : 5-1/2 in, 20-23 ppf

Differential pressure : 10000 psi (above and below)

Temp rating : 250 deg F

Packer element : Nitrile/HNBR/ECNER

Drift dia : 2.347 in

Metallurgy : Minimum L-80

The packer shall be hydraulic set without any rotation or tubing movement with straight pick up and release mechanism. A wire-line re-entry guide shall be provided at the bottom of packer/tubing shoe.

b) Redress Kit for packer/accessories

3.3 The Contractor shall provide the necessary supervision by deploying their representative at wellsite during Running in or retrieval (if required to do so) of the packer & seal bore assembly for proper installation of the packer in the well and subsequent successful testing of the packer utilizing Company provided rig and operating manpower of the rig. Contractor to note that the Workover Rigs shall be operating 24 hours a day and needs to plan accordingly for supervision and Running in or retrieval (if required to do so) of the packer & seal bore assembly.

3.4 The contractor shall retrieve the set packer successfully in case of packer failure* and then supply and install packer under supervision of the contractor's service engineer utilizing Company's provided rig and operating manpower of the rig at no extra cost to OIL.

***Note:**

Packer failure implies failure in following aspects: -

1. Failure to carry out the pressure testing of the packer or seal bore assembly after installation.
2. Failure to hold pressure or return from A annulus during DFIT (Data Frac Injection Test) or Main Frac job.
3. Slippage of packer from its original setting depth.
4. Failure during Load test such as push pull test.

In case of failure to carry out Hydro-frac job due to return from A-annulus or due to any other reason which the Company considers is/are attributable due to the packer, the contractor shall accept the packer failure issue without any objection and shall arrange for retrieval of the packer and install a new packer, at no extra cost to OIL, utilizing Company's rig to recomplete the well for Hydro-frac job.

4.0 HYDRO-FRACTURING EQUIPMENT, TOOLS AND MATERIALS.

- 4.1 Contractor shall provide all required fracturing equipment, tools, materials etc. with their operating personnel necessary to perform the job. The equipment (i.e., pumping unit and blender unit) to be offered/deployed under the contract shall not be manufactured before 08 years from original Bid Closing Date (i.e., **vintage of less than 8 years**).

Or

In case any of the major equipment (i.e., pumping unit and blender unit) offered by the Contractor does not qualify the aforementioned vintage criteria, then the residual life of such equipment must be inspected/certified by any of the OIL's authorized/recognized third party inspecting agencies viz; M/s Lloyds or M/s Bureau Veritas or M/s RITES or M/s IRS or M/s DNV or M/s Tuboscope Vetco confirming that the residual life of the such equipment is at least 03 years from the date of mobilization at site. To this effect, the Contractor must submit the relevant documents (i.e., duly signed & sealed TPI certificate, Commissioning Report & Registration Certificate of the equipment) to OIL before commencing operations under the contract.

- 4.2 The Contractor shall provide the following equipment, tools and materials but not limited to, for execution of the Hydro-fracturing job:

4.2.1 Fracturing Proppant

- a) The Contractor shall propose for a suitable quantity of 20/40 High Strength Proppant (HSP).
- b) Proppant specification shall follow API-RP58/ISO 13503.
- c) The Proppant pallet and packaging shall be in IBC bags of 2200 lbs or 3200 lbs.
- d) The contractor shall provide third party test certificate of the proppants in terms of Strength test, crush test and fines generation from OIL's enlisted Third-party Companies.
- e) The company also, if feels necessary may carry out detailed testing of the proppants supplied by the contractor.

4.2.2 **Fracturing Carrier Fluids**

- a) The Contractor shall supply suitable Carrying fluids (mixed with suitable brine), having capability to carry, maintain & sustain proppant concentration within reasonable range during pumping & placing of proppant at minimum rate of 20 bpm.

Notes:

- a) Pumping rate of proppant shall be minimum 20 bpm. However, the same shall be adjusted in the field condition to avoid screen out. This will be observed by OIL representative &/or OIL's QA/QC consultant during the field job and advise the contractor accordingly.
- b) The cross-linked fluids shall be with minimum viscosity not less than 100cP at a shear rate of 100/sec at BHT condition for 3 hrs.
- c) It must have capability to Delay cross linked control or temperature delayed.
- d) Shall be applicable up to 250 Deg F BHST and 15000 psi BHP environment.
- e) Shall be Capable to break at design temperature to <10cP at a shear rate of 170/sec max in 2 hrs post placement time, without the need to have additional post treatment acid/solvent job.
- f) The fluids shall have an internal breaker mechanism.
- g) The fluid shall be Compatible with formation, reservoir fluids and completion brine and with common additives such as surfactant, non-emulsifier, bactericide as required.

4.2.3 **Acid Stimulation (if required)**

- a) The contractor shall provide any acid or solvent fluids that might be required during execution which may include but not limited to:
 - # Tubing pickle (weak 7.5% inorganic acid system)
 - # Clay Stabilization
- b) The Contractor shall be required to provide the minimum Acid stimulation chemicals wherever required.
- c) The supply of Chemicals and recipe shall be under contractor's scope.

4.2.4 **Fracturing pumping equipment**

The Contractor shall provide the following items but not limited to for execution of the Job:

4.2.4.1 **Proppant Blender**

The Contractor shall provide on-the-fly proppant blender with following specifications:

- a) Blender capacity 0.5 to 20 PPA or up to 8500 lbs/min blending capacity
- b) Slurry discharge rate up to 25 bpm
- c) Dry additive system with interchangeable auger size to measure dry additive supply accurately.

- d) Liquid additive system that controls the additive rate accurately.
- e) Low pressure RA densitometer installed or 'Sand Concentration in tub' methods for measuring proppant concentrations accurately.
- f) Turbine/magnetic flow meter on the suction side and magnetic flow meter on discharge side to measure the rates accurately.

4.2.4.2 **Hydration unit:**

The contractor shall provide a trailer mounted Hydration unit of suitable size & capacity to make linear gel on the fly.

4.2.4.3 **Proppant Dumper:**

- a) The contractor shall provide a trailer mounted proppant dumper of suitable size and capacity for handling and feeding proppants into the proppant blender during fracturing operation and shall also serve as sand storage facility at the well site.
- b) It shall be Capable to store and deliver the proppant amount as per the job design.
- c) Use of Silo and related equipment related to Silo must be avoided.

4.2.4.4 **Fracturing Pump Unit**

The Contractor shall provide Fracturing pumping Unit with following specifications:

- a) Maximum 03 (Three) nos. of Fracturing Pumping unit skid mounted or truck trailer mounted, suitable for pumping corrosive and non-corrosive fluids pumps with a total HP requirement of 6750.
- b) Remotely operated and equipped with emergency kill system.
- c) Equipped with pressure limiting system to pre-set maximum pressure.

4.2.4.5 **Storage and Mixing Tanks**

- a) The Contractor shall provide a total of 3000 bbls storage tank capacity (excluding dead volume) with each unit having a range of 400-500 bbls capacity (excluding dead volume).
- b) The tanks shall be capable of storing and mixing treated Fluids
- c) The tanks shall have Bottom outlet fitted with valves to control and connect with other pumping equipment.

4.2.4.6 **Treatment Control Unit (TCU)**

- a) The contractor shall provide Treatment monitoring cabin for command control center and data acquisition and recording of all critical job parameter (rate, pressure, concentration, density)
- b) The TCU shall be Equipped with fracturing acquisition and monitoring software that can deliver ascii files real time to frac. engineer laptop and shall be capable to accommodate up to 5 HP pump remote control panel.
- c) Shall be large enough to accommodate minimum 5 personnel inside the cabin with Proper air conditioning.

- d) Shall be Capable of real time display as well as memory recording and to deliver real time data to the city office should the local cellular data network coverage is available.

4.2.4.7 High Pressure treating Iron

- a) The contractor shall arrange 3" 1502 WECO Hammer Unions, 15000 psi WP Iron to be used during fracturing operation having a Minimum of 100 ft length to allow single lines to be run to the rig floor along with chiksans, loops, Standard length pups and crossovers from 2" 1502 to 3" 1502 connections.

4.2.4.8 Acid Storage Tanks

- a) The contractor shall provide one (01) No. of 1,000 gal capacity tanks properly lined for raw 32% HCl Capable of storing, pumping and transporting acid.
- b) **Centrifugal Pumps** The contractor shall provide suitable Nos. of centrifugal pumps, Capable of transferring and mixing of Completion and Treating fluids with Inlet and outlet connections preferably matching with Storage Tanks proposed and having Back-up supplies.

4.2.4.9 Tree Saver/Wellhead Isolation Tool

- a) The contractor shall provide 01 (One) set of suitable Tree Saver/Well Head Isolation Tool and system along with the spares and accessories for operating up to 15000 psi for 2 7/8" Tubing size 6.5 ppf, to fit standard API X-Mass tree of 5000/10,000 psi with 2 9/16" crown valve flange.
- b) The contractor shall ascertain flange connections and make necessary arrangements for suitable changeovers if required for proper connection.

4.2.4.10 Electronic Pressure Transducer

The contractor shall provide four (04) Nos of Electronic pressure transducer for measuring Annulus, tubing and casing pressures, Complete with back up transducer.

4.2.4.11 Densitometer

The contractor shall provide one (01) Low pressure densitometer (at blender) and 01 (One) High pressure densitometer at high pressure line or 'Sand Concentration in tub' method shall be accepted.

4.2.4.12 Safety shut – off and Pop-off system with overpressure shutdown provision

The contractor shall provide one (01) set of Safety shut – off and Pop-off system with overpressure shutdown provision for high pressure line running to the well head and for annulus both, having Centralize electronic shutoff of pumps. Individual pumps shall also have their own overpressure protection system.

4.2.4.13 Liquid additive system

The contractor shall provide two (02) Nos. of Liquid Additives system Equipped with flow meter having Pump from the fluid storage container and discharge to the suction of a centrifugal pump, or the suction or discharge of a mixer.

4.2.4.14 Portable Laboratory Cabin

The contractor shall provide one (01) set of Portable Laboratory Cabin with Fluid Lab to check fluid quality- complete with power supply including Viscometer, water analysis kit, pH meter, hot water bath, microwave oven for field QA/QC.

4.2.4.15 Annulus Pumping

The contractor shall provide one (01) No. of Pump unit with sufficient HP to meet the requirement to carry out pumping and maintaining pressure in the annulus.

This pump should be in addition to the Fracturing pumps.

4.2.4.16 Spare part and working Container

Working Container along with sufficient spare part for field maintenance, equipped with hand tool, vice etc. for working in the field shall be provided by the contractor.

4.2.4.17 Coiled Tubing and Nitrogen Pumper unit

The contractor shall carry out continuous post HF flowback operations of the well using their own CTU & NPU as per wells requirement. All necessary consumables, equipment, fittings etc. will be under the scope of the contractor. Evacuation of the flowback fluid will be under OIL's scope.

4.2.4.18 Additional equipment

Additionally, the contractor shall provide a Set of suction hoses and discharge hoses to interconnect up to 6 tanks with one another and up to 03 High Pressure pumping equipment, with adequate back up for treatment rate of 20 bpm or the rate as per the field condition.

Notes:

- (i) The responsibility for the mobilization of resources of the Contractor shall lie with the Contractor. The information and planning in this regard will be reviewed by OIL for execution as per plan.
- (ii) Inspection of site prior to mobilization shall be done by contractor.
- (iii) All handling equipment and logistic support like crane, trailer/truck, fork lifter etc. required for the project will have to be arranged by the contractor.

- (iv) The contractor shall make own boarding and lodging arrangements along with the transport system for the mobilization/demobilization of its personnel.
- (v) Contractor to establish a temporary base camp near Field Headquarters of OIL for storage of equipment/materials/maintenance etc. All responsibility of storage and handling will be under the Contractor's scope.

5.0 HYDRAULIC FRACTURE JOB EXECUTION AND SUPERVISION

The contractor has to perform fracturing operation as per frac design approved by OIL as per the following:

- 5.1 Perform max. 02 (Two) Data Frac Injection Test (DFIT) jobs for data collection and incorporate them in main design. OIL wants the contractor to appreciate that minimum DFIT means less volume of Frac slurry going into the reservoir thereby reducing the post frac flowback and activation period.
- 5.2 Analyze diagnostic tests - determine excessive perforation and/or near well bore friction pressure, closure pressure, closure time, fluid efficiency and fracture gradient. Contractor shall have to submit OIL its DFIT and Main Frac designs. OIL will vet the same by its consultant. The main Frac will commence only if both OIL's consultant and the contractor arrives at a consensus. In case of disagreement, OIL reserves the right to take the final decision regarding the Main Frac.
- 5.3 Perform fracture treatment as per design requirements and safety procedures and ensure pumping optimal fracture treatment and design criteria are met. The contractor will ensure to pump the minimum volume of Frac slurry with maximum volume of proppant.
- 5.4 Ensure display & recording of critical parameters (rates, pressures, additives injection, total weight of proppants injected etc.).
- 5.5 Carry out continuous post HF flowback operations of the well using their own CTU & NPU as per wells requirement. All necessary consumables, equipment, fittings etc. will be under the scope of the contractor. The deployment of CTU & NPU for flow-back operation, if required, shall be commenced immediately after the frac operation without any delay.
- 5.6 Provide a comprehensive field execution report upon completion of each job within 03 (Three) working days. Provide the chemical consumption report for job and payment will be made as per actual consumption.
- 5.7 Submit daily service reports (DSR) via electronic medium on daily basis for scrutinizing by the company.
- 5.8 Carry out post frac analysis with the QA/QC consultant.

Note: The hydro-frac operation shall also be monitored by OIL's **QA/QC consultant**, if engaged. In every sequential operation i.e., DFIT, MainFrac, post Flowback operations etc. the QA/QC consultant shall identify and suggest measures, if any, for improvement in the fracking operation for obtaining the desired results. The same has to be followed by the contractor.

6.0 MANPOWER:

- 6.1 The contractor shall provide all required manpower for execution of Hydro-fracturing job that are technically qualified, competent & experienced personnel to carry out all activities related to Hydro-fracturing in professional manner following internationally recognized safe practices.
- 6.2 The Contractor's manpower shall have at least one Project Coordinator of requisite experience who will be the nodal officer for liaising with Company in regard to all the matters related to execution of the job. The project coordinator shall be present at FHQ Duliajan from the date of delivery of Packers and to coordinate with OIL's team for preparing workover plans of the shortlisted wells.
- 6.3 The contractor shall furnish police verification report for the Indian national and copy of passport and visa for foreign national for obtaining IB clearance and subsequently issuing entry pass by Company. For expatriate personnel, the document must be submitted to Company minimum **four weeks** in advance.
- 6.5 All the key personnel to be deployed must have:
- a) Proficiency in Elementary first aid.
 - b) Fire prevention & fire fighting.
 - c) Communication skill both speaking and writing in English
- 6.6 The CV of the operating personnel to be deployed by the contractor should be submitted to the Company within 30 days from issuance of LOA for scrutiny and clearance. Company reserves the right to deny clearance to any such personnel whose antecedents in the opinion of Company are not satisfactory and Contractor shall promptly arrange for suitable replacement of the same without any extra time and cost.

6.7 Experience of the Crew

The Experience of the crew shall be as given below: (Necessary documentary evidence in this regard has to be submitted by the contractor to Company prior to their mobilization for job execution)

a) Project Coordinator

- Minimum 10 years national/international fracturing stimulation experience in particular and production enhancement experience in general
- Office based within India and shall visit Duliajan as and when required by the company.
- To be acted as a project manager for the whole campaign

b) Fracturing Engineer

- Shall have an Engineering degree
- Minimum 03 years' experience on fracturing stimulation
- Capable to design fracturing job, real time analysis during execution and post treatment evaluation.
- Capable to run fracturing simulator software

- Office or field based at OIL's FHQ

c) Fracturing Supervisor

- Minimum 3 years' experience on fracturing stimulation
- Capable to lead the job execution with all field safety aspect
- Coordinate overall job preparation and logistics

d) Fluid Lab Technician

- Minimum 3 years' experience in fracturing stimulation
- Practical knowledge on fracturing fluids and materials
- Capable for on the job fluids QA/QC

e) Mechanic & Electronic Technician

- Minimum 3 years' experience in fracturing stimulation equipment
- Performed routine maintenance during pre-job, execution, and post job

f) Completion Supervisor/Technician

Minimum 3 years of experience in installation of completion packer, liner hanger, bridge plugs or equivalent well completion systems.

g) Assistance Supervisor, Pump and Blender Operator

- Minimum 3 years' experience in fracturing stimulation
- Capable to run respective fracturing equipment

h) Helpers

- Minimum 2 years' experience in fracturing stimulation
- Capable to run respective fracturing equipment.

- 6.8 The contractor shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the contractor under this contract in respect of its personnel deputed under this contract as well as contractor's materials, equipment, tools and any other belonging of the contractor or their personnel during the entire period of their engagement in connection with this contract. The company will have no liability on this account.

7.0 Services from the contractor

- 7.1 Contractor shall provide domestic lab support to conduct below basic lab test at no additional cost to Company:
- a) Proppant sieve analysis
 - b) Acid solubility test
 - c) Emulsion compatibility test
 - d) Carrier fluid Rheology test with Model Fann 35 rheometer (At wellsite) and Model Fann 50 HPHT Rheometer or equivalent at base lab.
 - e) Sand settling test

- f) Water analysis
- 7.2 The Contractor shall also be required to have regional lab support to conduct the test below (as required) at no additional cost to Company, sample and materials for the lab test will be provided subject to availability by Company.
- a) Core pore-perm determination
 - b) Core flood analysis to determine retained permeability
 - c) XRD/SEM/EDAX analysis
- 7.3 The contractor shall demonstrate and submit sufficient documentation of required software as below:
- a) The contractor shall own and execute hydraulic fracturing software simulator that minimum can deliver below results:
 - i) Accurate modeling of Pseudo-3D fracture geometry growth in multiple zones.
 - ii) Numerical prediction within the fracture
 - iii) Fracture Optimization using Net Present Value (NPV)
 - iv) Fracturing fluid selection advisor module
 - v) Analysis of treatment parameters
 - vi) Design and evaluation of any fracture simulation
 - vii) Design sensitization to various condition of Pumping rates schedule and job volume YM, Poisson Ratio, In situ stress and stress contrast, Spurt, Permeability and leak-off, proppant type and fluid type
 - b) The contractor will also need to have fracturing simulator software that can be integrated to reservoir 3D model and run simulation for natural fissures model.
 - c) The contractor shall be required to provide software simulated results for Candidate Selection, Formation Damage, Fluid Selection, Pumping Schedule, Drawdown and Scale prediction prior to execution of each job.
- 7.4 Carry out the operations with diligence in a safe workmanship like manner and in compliance with standard international Oil field practices along with all Indian Safety Regulations in force like DGMS, OISD etc. Comply with HSE policy, and also with all local and regional environmental, pollution, occupational health, safety, and other legislative requirements.
- 7.5 Keep and furnish the Company an accurate record of the work performed on a daily progress report format acceptable to the Company.
- 7.6 The equipment shall be manned by technically qualified and experienced personnel of Contractor.
- 7.7 Comply with all Indian Rules and Regulations and Acts pertaining to Oil Field operations e.g., Oil Mines Act and all National Enactments including labor law/minimum wage act etc.
- 7.8 The contractor's and Company's responsibilities shall be as per the Matrix of Responsibilities provided in the bid document/Contract at Appendix I.

8.0 POST TREATMENT ACTIVITIES

- 8.1** The contractor shall submit the hydraulic fracture treatment data (net pressure matching etc.).
- 8.2** The Company/QA-QC consultant will analyze the post HF treatment data submitted by the contractor and will suggest/advice the necessary measures for post HF well flowback operations.
- 8.3** The contractor shall carry out continuous post HF flowback operations of the well using their own CTU & NPU as per wells requirement. All necessary consumables, equipment, fittings etc. will be under the scope of the contractor. Evacuation of the flowback fluid will be under OIL's scope.
- 8.4** Provide a comprehensive report of all related treatment data and fracture operations. Review the fracture operations and post fracture treatment analysis, lessons learnt and to present the results of the fracture treatment to OIL.

9.0 ENVIRONMENTAL AND SAFETY REQUIREMENTS

- 9.1** Contractor shall at all times maintain the surfaces of the well site in good condition, shall conduct all operations so as to prevent damage to the environment and reduction in bearing capacity and drainage capability of the topsoil's at the well site and shall maintain the well site free of all wastes/hindrances. The contractor shall give due consideration to the need to avoid surface spillage of any kind around the location.
- 9.2** The contractor shall take all necessary measures so as to protect the personnel, work and facilities and shall observe all safety rules and regulations in force. No smoking and flames shall be permitted at the well site. No hot job will be carried out while working in hazardous areas without a written hot work permit from the Company.
- 9.3** The contractor would facilitate the Company to deal with any emergency situation i.e. blow out etc. as per the demand of the occasion. The contractor shall report to the Company immediately any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and to immediately take emergency control steps to avoid any abnormal situation.
- 9.4** The contractor is required to provide protective clothing and PPEs to each of their employees before deployment on well site.

10.0 REPORTS

- 10.1** The following duly signed reports are to be submitted by the contractor to the Company at no additional cost to Company. The following report formats should be submitted to Company after the LOA for approval/modifications (if required) by Company:
 - a) Daily Service report (DSR) giving all the details.
 - b) Successful **Packer** setting and test report
 - c) Pre and Post job reports
 - d) Occurrence and report for major incidents.
 - e) Well wise Chemical/consumables consumption report.
 - f) Comprehensive post job report including post job suggestions within

3(Three) working days.

- 10.2 Daily service report should be prepared for all the days when the equipment and or the personnel are available at work site by the Contractor's representative and the all the reports should be signed by Company representative and should indicate the satisfactory performance/ breakdown period. A copy of the same shall be submitted with the invoice of the relevant period. The time of start of operation and finish of operation should be mentioned in DSR.
- 10.3 Any unusual occurrence noticed, breakdown and accident etc. should be reported immediately with an available mode of communication followed by written confirmation.

11.0 TERMS OF PAYMENT TO THE CONTRACTOR: OIL agrees to pay the Contractor for work performed /services rendered and material/equipment supplied, and personnel deployed by the contractor as per the Scope of Work, a sum computed at the rates specified in the price schedule of Contract. The rates payable shall be firm during the entire contract period, including extension period, if any.

12.0 Criteria for successful hydrofrac job:

12.1 The HF job in a well shall be considered to be successful, when:

- 12.1.1 Any post frac incremental gain of oil/gas production from the well.
12.1.2 Any gain in oil/gas production in case of shut-in wells.

12.2 For a successful HF job, 100% of the quoted rate per HF job shall be paid. In case of unsuccessful, payment for only 50% of the quoted rate per HF job shall be made.

Note: The maximum time for establishing the gain shall be limited to 15 days from the start of post HF flowback operations. The HF job will be treated as unsuccessful in case of no incremental production gain/reduction in baseline production of the well. Oil/Gas Production rates shall be established upon testing at production installation/facility as per the prevailing OIL's practice (for liquid: physical measurement in test tanks and for gas: from the installed flowmeters).

13.0 The Timeline for the proposed service will be as under:

- i. **Phase-I:** Study & Submission of reports: 90 days from the issuance of LOA
- ii. **Phase-II:** Mobilization for Execution of Hydrofracturing: 180 days from the issuance of LOA

END OF SECTION-II

Part-3
SECTION-III
SPECIAL CONDITIONS OF CONTRACT (SCC)

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

- 1.0 **DEFINITIONS:** Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
- 1.1 “Equipment” means equipment required for Hydro-fracturing operation as listed in the Contract.
- 1.2 “Base” means where the Contractor will establish camp for their equipment and personnel. The Contractor has to carry out maintenance for the equipment in the base camp.
- 1.3 “Operating Area” means those areas in Assam where Hydrofracturing Operation will be carried out.
- 1.4 “Site” means the land and other places, on/under/in or through which the works are to be executed by the Contractor and any other land and places provided by the company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.5 “Company’s items” means the equipment, materials and services, which are to be provided by company at the expense of company.
- 1.6 “Contractor’s items” means the Hydro-fracturing Equipment, materials and services, which are to be provided by Contractor to carry out the job satisfactorily, which are listed in section under terms of reference and technical specifications.
- 1.7 “Contractor’s personnel” means the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor to conduct operations hereunder.
- 1.8 “Contractor’s representatives” means such persons duly appointed by the Contractor to act on Contractor’s behalf and notified in writing to the company.
- 1.9 “Day” means a calendar day of 24 (Twenty-Four) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs next day.
- 1.10 “Approval” as it relates to Company, means written approval.
- 1.11 “Facility” means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this

agreement which is or will be a part of the Company "Certificate of Completion" means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.

- 1.12 "Hydro-fracturing Operation" means all operations required to be carried out pursuant to this contract.
- 1.13 "Continuous flow-back/unloading" means round the clock well activation or flow-back after completion of the Hydro-fracturing job.

2.0 MOBILIZATION:

2.1 PHASE-I: STUDY AND SUBMISSION OF REPORT:

During Phase-I, the contractor shall complete collection of available G&G and Engg. data within 30 (Thirty) days from the date of issuance of LOA. Simultaneously, the contractor shall complete submission of detailed feasibility study, selection of wells, prioritizing/ranking, designs the Hydro-fracturing jobs and selection of artificial lift mechanism. Report preparation and presentation at Duliajan or through VC including suggestions for well preparation which is mutually agreed by the contractor and Company prior to execution of Hydro-fracturing for the first set and additional well data as per 2.1 of section-II (TOR/SOW) within **90 (Ninety) days** from the date of issuance of LOA.

2.2 PHASE II: MOBILIZATION FOR 10 NOS. CANDIDATE WELLS:

During Phase-II of the contract, the mobilization of equipment, personnel etc. (including packers and accessories) including all chemicals as mentioned in Part-3, Section-II: SOW, should be completed by Contractor within **180 (One-Hundred Eighty) days** from the date of issuance of LOA.

Note: Contractor to complete the mobilization of packer and accessories at least 30 (Thirty) days in advance from the scheduled date of completion of mobilization of Hydrofracturing equipment, chemical etc. (i.e. 180 days) required for well preparation of first candidate well. Completion of mobilization shall be considered to be completed upon acceptance of mobilization of all required tools, equipment and accessories and will define the LD calculation accordingly.

- 2.3 DATE OF COMMENCEMENT OF OPERATION:** The date on which the mobilization of Phase-II is complete in all respects and the Contractor is ready for carrying out the hydrofracturing operation in the 1st well shall be treated as the Date of Commencement of Operation.

- 3.0 DURATION OF CONTRACT:** The contract shall be for a period of 01 (One) year from the Date of commencement of Operation.

- 4.0 INSPECTION:** Mobilization shall be deemed to be completed when all equipment and personnel as mentioned in the scope of work and technical specifications section are placed at the nominated location in readiness to undertake Hydro-fracturing operation. The Contractor shall intimate the Company in writing of their readiness to commence work. The Company representative will start inspection of the mobilized equipment jointly with Contractor's personnel within 05 (Five) working days of intimation from the contractor. After inspection of compliance of contract requirements, Company will certify completion of mobilization. Date of certification of mobilization by the Company's representative shall be treated as the date of completion of mobilization.
- 5.0 PERFORMANCE SECURITY:** Upon award of contract, the contractor must furnish Performance Security for an amount of 10% of the total contract value within the date stipulated in the Letter of Award.
- 6.0 TERMS OF PAYMENT:** Company agrees to pay the Contractor for work performed/services rendered and material/equipment supplied and personnel deployed by the contractor as per the Scope of Work, a sum computed at the rates specified in the price schedule of Contract. The rates payable shall be firm during the entire contract period, including extension period, if any.
- 7.0 SUBMISSION OF INVOICE:** On completion of hydrofracturing job.
- 7.1 Details for submission of Invoice: All invoices are to be uploaded through Vendor Invoice Management (VIM) portal only via the following link <https://vim.oilindia.in/velocious-portal-app/>.
- HoD-Production Services Support (PSS)
PSS Department, Oil India Limited,
P.O. Duliajan, Assam-786602
- 8.0 AGENT COMMISSION:** Not applicable
- 9.0 ARBITRATION:** The place for arbitration against this contract shall be Guwahati, Assam.
- 10.0 INSURANCE:** Shall have the coverage for the entire contract period. Sum assured shall be equivalent to the total contract value as mentioned in LOA/Contract.
- 10.1 **RISK OF DAMAGE:** Once the goods arrived at CIF [Indian] Port, the Contractor shall be responsible for any damage or loss arising to the goods. Contractor shall be responsible for obtaining insurance of goods in the name of Company and in case of any of damage or loss arising to the goods (includes expiry of shelf life) lying with the Contractor (which are owned by the Company), the Contractor shall be liable for the same subject to maximum value of goods (after deducting the insurance claim obtained by the Company).

11.0 DE-MOBILIZATION & RE-EXPORT:

- 11.1 “Demobilization” means the disconnection of contractor’s equipment from the wellhead after completion of the Fracturing Job. The date and time of off-hire survey shall be treated as the date and time of demobilization.
- 11.2 The contractor shall demobilize their equipment/personnel immediately on receipt of notice from the Company or on completion of hydraulic fracturing job.
- 11.3 The equipment, machinery, services, personnel listed in scope of work, responsibility matrix given in **Annexure-RM of SECTION-II: SOW** of the bid document designated by an “X” mark in the appropriate column shall be provided at the location by the contractor and at the cost of the contractor.
- 11.4 The Contractor shall arrange for and execute demobilization of the Tools/Equipment/ Spare/Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion/ termination of the contract and shall include dismantling of the tools/equipment, including the manpower and re-export of the tools/equipment (if re-exportable) including the unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 15 days of issue of demobilization notice by Company. Immediately after re-exporting the tools/equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re- exporting the tools/equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by Customs on such default in re-export from Contractor’s final settlement of bills and Performance Security.
- 11.5 In the event all/part of the tools/equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India including permission from DGH and Customs authorities, then Contractor shall be fully liable for payment of the Customs Duty.
- 11.6 Contractor must furnish an undertaking that “the tools/equipment imported and also spares/accessories & consumables which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject”. In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held

responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

- 11.7 In the event all/part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including permission from DGH and Customs authorities for transferring to another operator and/or sale of the tools/equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

12.0 ASSOCIATION OF CONTRACTOR'S PERSONNEL:

- 12.1 Except as otherwise hereinafter provided the selection, replacement, and engagement; Contractor shall determine remuneration of Contractor's personnel. Such employees shall be solely of Contractor's employees. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The Contractor shall not deploy its personnel unless cleared by the company.
- 12.2 The Contractor shall have a base office at Base camp at Duliajan to be manned by competent personnel, who shall act for the Contractor in all matters relating to Contractor's obligations under the contract.
- 12.3 Contractor's Personnel: Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.
- 12.4 The Contractor's representative shall have all power requisite for performance of the Work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.
- 12.5 If the Contractor plans to change any personnel from the list, the Contractor shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person. Company reserves the right to reject any person on such list, and any subsequent changes to the list. A notice period of one week shall be given to mobilize personnel.
- 12.6 The Expatriate personnel of the Contractor shall possess a MHA (Ministry of Home Affairs) clearance and the Contractor shall ensure that the MHA

clearance is obtained at his own responsibility and cost prior to any expatriate personnel mobilized to the field.

- 12.7 The Contractor's representative shall have all power requisite for performance of the Work. He shall liaise with the Company's representative for the proper co- ordination and timely completion of the job and on any other matters pertaining to the job.
- 12.8 Personnel provided by the Contractor shall observe all safety and statutory norms applicable to the Company.
- 12.9 An undertaking from all the personnel as per **ANNEXURE-UFP** shall be forwarded after deployment of manpower prior to mobilization.

13.0 ASSOCIATION OF COMPANY'S PERSONNEL:

- 13.1 Company may depute one or more than one representative (s)/engineer (s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with 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 and monitor progress 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.
- 13.2 Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing/inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.
- 13.3 The Contractor shall maintain sufficient stock of the critical spare part to avoid any major shut down. Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area and provide medical facilities to injured persons if any due to accident/take corrective measures in case of pollution as per the company's man instructions.
- 13.4 While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.

- 13.5 All the clauses in this contract are limited to execution of this contract only and do not carry any precedence whatsoever for any OIL's such or similar tenders/contracts in future.

14.0 COMPANY'S REQUISITES:

- 14.1 Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must be fluent in written and spoken English.
- 14.2 If the Contractor plans to change any personnel from the list, the Contractor shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person.
- 14.3 Company reserves the right to reject any person on such list, and any subsequent changes to the list.

15.0 LIQUIDATED DAMAGES FOR DELAY IN TIMELY MOBILIZATION/COMPLETION:

- 15.1 Mobilization shall be completed in 02 (two) phases as per mobilization clause mentioned in Clause no. 2.0 of SCC above.
- 15.2 For default in timely mobilization of Phase-I and Phase-II individually, LD shall be applicable phase wise individually i.e., the Contractor shall be liable to pay to the Company liquidated damages at the rate of 0.5% of the total contract value for each phase per week or part thereof of delay, subject to a maximum of 7.5% of the total Contract value for each phase calculated individually. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization completion period of the phases individually till the date of actual completion of the mobilization of the phases as per Clause no. 2.0 of SCC above.
- 15.3 GST shall not be applicable on Liquidated Damages.
- 15.3 If the Contractor fails to mobilize within the stipulated date, the Company reserves the right to cancel the Contract without any prior notice.

16.0 PROVISION OF PERSONNEL FACILITIES:

16.1 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WELL SITE

- i. Contractor shall provide food & services for all its personnel.
- ii. Transportation of Contractor's personnel from base camp to work place will be arranged by Contractor at his cost.

- iii. **Medical Facilities:** The Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment.

17.0 WARRANTY & REMEDY OF DEFECTS: The defect liability period shall be for a period of 03 months beyond the date of completion of the hydrofracturing operation in the last well.

18.0 SUBCONTRACTING: Allowed only for the following Petty support services:

- i. Logistics & Transport Services
- ii. Warehousing & Base/Godown Services
- iii. Food & Accommodation
- iv. Civil Engineering Services (Raw Water collection, Petty Construction work)
- v. Catering & Local Security Services

Note: The Contractor must not sub-contract the main service

19.0 DETAILS OF THE SERVICE:

19.1 CONDUCTING HYDRO-FRACTURING OPERATIONS:

- i. The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted International Oil field practices.
- ii. The Hydro-fracturing equipment and all other equipment and materials to be provided by Contractor shall be in good working condition. The company reserves the right to check the relevant certificates of the equipment, certifying the conditions of the equipment. The contractor needs to provide adequate certificates also certifying the quality of the consumables used in Hydro-fracturing job.
- iii. Contractor shall be solely responsible for the operation and maintenance of the Contractor's Hydro-fracturing equipment.
- iv. Upon completion of an operation in a well, statement stating that the well has been completed in accordance with the terms of this contract and signed by the representatives of both Contractor and Company, will be made available to Company.
- v. **Adverse Weather:** Contractor, in consultation with Company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the equipment and personnel to the fullest possible extent.

- vi. **AMENDMENTS OF COMPLETION PROGRAMME:** It is agreed that Contractor shall carry out Hydro-fracturing operations in accordance with the programme furnished to Company, which may be amended from time to time by reasonable modification as Company deems fit, in accordance with good Oil field practices.
- 20.0 AREA OF OPERATION:** Eastern Asset, Central Asset & Western Asset, OIL, Assam
- 20.1 **KNOWLEDGE OF SITE CONDITION:** Contractor shall deemed to have inspected and examined the sites and its surroundings and information available in connection therewith and to have satisfied himself the form and nature thereof including the topography of the area of operation, well sites, approaches, infilled roads/bridge conditions, climate etc. and quantities and nature of work and materials necessary for the completion of the work, the means of access, and in general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the contract and his ability to perform it.
- 21.0 PENALTY:**
- 21.1 After the mobilization has been completed and well is handed over to the Contractor for carrying out HF job, if the Contractor fails to start the operation within 07 days' time due to any reasons attributable to the Contractor, penalty will be imposed at a rate of 0.5% of quoted price for HF job per day or part thereof of delay upto a maximum of 7.5% of individual HF job.
- 21.2 When Inter Location Movement (ILM) is advised by the Company, the same shall be completed by the Contractor within a period of 07 (Seven) days from the date of issuance of notice for ILM and ready to start the operation. But, in case, the Contractor fails to start the operation within 07 days' time due to any reasons attributable to the Contractor, penalty will be imposed at a rate of 0.5% of quoted price for HF job per day or part thereof of delay upto a maximum of 7.5% of individual job.
- 21.3 During operation, any interruption of the operation on account of breakdown/maintenance of Contractor's equipment shall be restored within 02 hours, failing which penalty will be imposed at a rate of 0.5% of quoted price for HF job per day or part thereof of delay upto a maximum of 7.5% of individual job.
- 21.4 In case the HF operation is delayed/interrupted due to non-availability of equipment/ consumables/ personnel or any other reason attributable to the Contractor, penalty will be imposed at a rate of 0.5% of quoted price for HF job per day or part thereof of delay upto a maximum of 7.5% of individual job.
- 21.5 The objective in general has been stated in Scope of work and it has to be followed strictly by the Contractor. In case of any discrepancy in scope of work, the decision of Company shall be final. All the materials, equipment, spare etc. to be provided by the Contractor and the manner and speed of execution and maintenance of the operation are to be conducted to the satisfaction of the Company's Engineer/representatives. Should the rate of progress of the operations or any part of them is at any time too slow in the opinion of the Company's Engineer/representatives, to ensure the completion of the operations within the prescribed time for completion, Company's

engineer/representatives may so notify the Contractor in writing. The Contractor shall reply to the written notice giving details of the measures to be taken to expedite operations in time. If no satisfactory reply to Company's notice is received within a reasonable time, Company shall be free to take any action deemed suitable.

22.0 HSE Policy: Contractor shall observe such safety/pollution control regulations in accordance with acceptable Oil field practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care & caution in preventing fire, pollution, explosion and blow out and maintain fire-fighting equipment in sound condition at all times during operation. Contractor shall conduct safety drills.

22.1 ENVIRONMENT MANAGEMENT:

- i. Contractor shall ensure that there is no pollution either of water, air or sound during the operation. Contractor shall be more careful and checked for any leakage and immediate corrective action to be taken for such leakages to avoid any pollution problems. Contractor shall inform of such leakages immediately to the Company's Representative.
- ii. The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.
- iii. Any permission from the Mines Directorate in connection with working in excess of 08 (Eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under applicable provisions of Mines Act, Pollution Control Board (Assam) the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.
- iv. The Contractor shall not engage labour below 18 (Eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.
- v. Moreover, the Contractor should obtain and produce in advance before commencement of work, the following certificate/approvals:
 - a. Total manpower list
 - b. All certificates as per applicable laws including Mines Acts.
 - c. Regional Labour certificate, if required.

23.0 RECORDS, REPORTS AND INSPECTION:

23.1 The following duly signed reports are to be submitted by the contractor to Company at no additional cost to Company. The following report formats should be submitted to Company after the LOA for approval/modifications (if required) by Company:

- (i) Daily Service report (DSR) giving all the details.
- (ii) Successful Packer setting and test report
- (iii) Pre and Post job reports
- (iv) Occurrence and report for major incidents.
- (v) Well wise Chemical/consumables consumption report.
- (vi) Comprehensive post job report including post job suggestions.

23.2 Daily service report should be prepared for all the days when the equipment and or the personnel are available at work site by the Contractor's representative and all the reports should be signed by Company representative and should indicate the satisfactory performance/breakdown period. A copy of the same shall be submitted with invoice of the relevant period. The time of start of operation and finish of operation should be mentioned in DSR.

23.3 Any unusual occurrence noticed, breakdown and accident etc. should be reported immediately with available mode of communication followed by written confirmation.

24.0 CONTRACTOR'S SPECIAL OBLIGATIONS: It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorized to designate its representative, who shall at all times have access to the Hydro-fracturing equipment, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat company's representative at well site as being in charge of company's designated personnel at well site. The company's representative may, amongst other duties, observe, test, check and control implementation of Hydro-fracturing operations, equipment and inspect works performed by contractor or examine records kept at well site by Contractor.

- i. **Compliance With Company's Instructions:** Contractor shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to Hydro-fracturing programme, safety instructions, confidential nature of information, etc. Such instructions shall, if Contractor request, be confirmed in writing by company's representative.
- ii. **Confidentiality of Information:** All information obtained by Contractor in the conduct of operations hereunder shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than

company's representative. This obligation of Contractor shall be in force even after the termination of the Contract.

- iii. Contractor should provide the list of items if any to be imported in the format specified in Proforma-A for issuance of Essentiality Certificate (EC) for clearance of equipment from Indian customs at concessional (nil) rate of customs duty. Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Assam Entry Tax for bringing equipment/material to Work place shall be Contractor's responsibility.
- iv. In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company. If the re-export is not completed within the specified period, the company shall in no way be responsible for the additional custom duty/penalty etc. imposed by Indian government. The company reserves the right to withhold the payment till all such equipment are exported back and the site/base camp cleared off. Customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and the same will be deducted by the Company from Contractor's bills and security deposit.

25.0 LOSS OR DAMAGE TO HOLE: In the event, the well is damaged for improper execution of the Hydro-fracturing program due to Contractor's Wilful Misconduct or Gross Negligence, Contractor's liability shall be to carry out the operations as required for completion of the well to the reasonable satisfaction of Company at Contractor's cost.

26.0 LOSS OR DAMAGE OF THE HYDRO-FRACTURING EQUIPMENT:

- i. The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Hydro-fracturing equipment and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the agents, nominees, assignees, Contractors shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.
- ii. If the Hydro-fracturing equipment is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this contract shall terminate in respect of the Hydro-fracturing equipment as of the occurrence of the event causing such loss and each Contractor shall thereupon be released of all further obligations hereunder in respect of that Hydro-fracturing equipment except for its payment of money then due or liabilities to be charged in respect of work already done under this contract.

27.0 CONFIDENTIALITY: 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.

- This obligation shall keep in force even after the termination date and until such information will be disclosed by company.
- 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 equipment/Unit to another sphere.
- Contractor shall forbid access to the equipment/Unit to any people not involved in the well operations or not authorized by the company to have access to the equipment/Unit. However, this provision is not applicable to any Government and/or police representative on duty. The Contractor has to arrange on its own for the security of all the equipment being used for Hydro-fracturing job at site and company in no way will be responsible for any damage caused to the equipment by miscreant/theft etc.

28.0 RIGHTS AND PRIVILEGES OF COMPANY:

Company shall be entitled:

- i. To check the Hydro-fracturing equipment and other Contractor's items before the commencement of operation. If they are not found in good order or do not meet specifications as per Section- II or in case of non-availability of some of the Contractor's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.
- ii. To approve the choice of sub-contractors for any essential third Contractor contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may be entered into by Contractor only after company's approval. However, the company bears no liability to such subcontracts.
- iii. To check, at all times, Contractor's stock level, to inspect Contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
- iv. To order suspension of operations while and whenever:
 - a) Contractor's personnel is deemed by company to be not satisfactory, or Contractor's equipment does not conform to regulations or to the

specifications laid down in the Contract.

- b) Contractor's equipment turns into a danger to personnel on or around the Well.
- c) Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.
- d) Contractor fails to meet any of the provisions in the contract.
- e) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.
- v. To reduce the rates reasonably, at which payments shall be made if the contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.

29.0 EMERGENCY: The company reserves the right to use the manpower and equipment of the Contractor in the advent of any emergency like situation leading to uncontrollable pollution.

30.0 DISCIPLINE: The Contractor shall maintain strict discipline and good order among their employees and their Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company. 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 07 days from the time of such instruction given by the Company.

31.0 RESPONSIBILITIES: The Contractor shall perform its obligations under this Contract, such that:

- i. The Services shall be rendered strictly in conformity with instructions of the Company, Applicable Laws, Directives, Clearances, Good Industry Practice, the Codes and Standards and this Contract; and The Contractor shall assume full responsibility for and shall ensure the proper, timely and expeditious performance of the Services in accordance with the Services Schedule and the Delivery of the Goods at the Site in accordance with the Delivery Schedule. Accordingly, the Contractor shall provide such necessary resources and experienced personnel having the requisite expertise for the purposes stated in this Contract. Except as otherwise expressly provided in this Contract, the Contractor agrees and acknowledges that it shall perform all of its obligations and responsibilities under this Contract at its own risk and Cost. The Contractor acknowledges and confirms that it shall be responsible for the Goods as a bailee thereof and shall accordingly fulfil its obligations in accordance with the provisions of this Contract which will include, but not limited to the following:
- ii. Nothing in this Contract confers title or interest in the, in favour of the Contractor on any of its group companies and the Contractor shall make no claim regarding title or interest in the Goods;

- iii. This Contract does not create any pledge over the Goods in favour of the Contractor or vest the Contractor with any right of lien or any other Encumbrance over Goods, thus, at all times the ownership and title in the Goods is retained with the Company;
- iv. The Contractor shall not commit any act that results in and shall not permit the modification (save as reasonably necessary for the purpose of securing the safety thereof), sale, disposal, transfer of possession or creation of any Encumbrance over the Goods at any time during which the Contractor has possession thereof, except upon receipt of instructions from the Owner to the contrary.

32.0 INTELLECTUAL PROPERTY: While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.

33.0 CUSTODY & POSSESSION OF CONTRACTOR'S EQUIPMENT: Company hereby acknowledges that the equipment and tools ("Equipment") that are owned and utilized by Contractor to perform its service obligations under the Contract shall be at all times be, handled and manned by the Contractor. Company shall not be entitled to use/operate/possess any of the Contractor's Equipment for providing Services under the Contract. To clarify that control, custody and possession of Contractor's equipment will always be with the Contractor.

34.0 CUSTOMS DUTY:

- 34.1 In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022. Similarly, the domestic supply of such goods would attract concessional GST on submission of Essentiality Certificate (EC) issued by DGH in terms of Gazette Notification No. No. 3/2017-Central Tax (Rate) dated 28.06.2017 (and as amended from time to time).
- 34.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in **Proforma-A** along with their bid for

issuance of requisite undertaking/certificate 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. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in **Proforma-A**, alongwith the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter/requisite undertaking/certificate. Company shall issue the Recommendatory Letter/ requisite undertaking/certificate provided all the documents submitted by the Contractor are found in order as per contract. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provided the same are included in the Proforma-A submitted by the bidder.

- 34.3 The required certificate/undertaking for availing concessional duty will be issued by OIL 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.
- 34.4 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.
- 34.5 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.
- 34.6 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.
- 34.7 OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-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 must be passed on to OIL.
- 34.8 All costs of imports and import clearances under the contract shall be borne by the contractor and Company shall not provide any assistance in this regard.

- 34.9 However, in the event customs duty becomes leviable during the course of Contract arising out of a change in the policy of the Government, the Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in **Proforma-A** or the actual whichever is less, provided the Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by the Company and made available to the representatives of Contractor at Kolkata (Port of Importation in India) within 3 working days after the Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.
- 34.10 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML/PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

35.0 GOODS AND SERVICES TAX:

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

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

ii. “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.

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

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

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

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

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

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

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

viii. Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the

contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.

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

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

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

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

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

xiv. 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.

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

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

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

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

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

xx. 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.

xxi. 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.

xxii. 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.

xxiii. 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.

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

xv. 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.

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

xvii. OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not

registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

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

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;

Note: OIL GSTIN numbers are as follows:

Assam :18AAACO2352C1ZW

Arunachal Pradesh :12AAACO2352C1Z8

- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

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

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

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

xxx. Anti-profiteering clause

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

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

The Contractor shall not commit any act that results in and shall not permit the modification (save as reasonably necessary for the purpose of securing the safety thereof), sale, disposal, transfer of possession of or creation of any Encumbrance over the Goods at any time during which the Contractor has possession thereof, except upon receipt of instructions from the Owner to the contrary.

36.0 Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:

- 36.1 Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TREDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.
- 36.2 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.
- 36.3 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.

- 36.4 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 a MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).

37.0 NOTICES:

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

Company:

<p><u>For Contractual Matters</u> CGM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Email: contracts@oilindia.in <u>Ph. No. +91-374-2803549</u></p>	<p><u>For technical matters:</u> CGM (OGPS)/Asset Manager- Eastern/Central/Western PO Duliajan – 786602 Assam, India Email: oilandgasproductionservices@oilindia.in/ easternasset@oilindia.in/ centralasset@oilindia.in/westernasset@oilindia.in</p> <hr/> <p><u>Any other matter related with amendment of the Contract</u> CGM-PSS Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 280 6440 Email: productionservicesupport@oilindia.in</p>
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- b. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

END OF SECTION-III

Part-3
SECTION-IV
SCHEDULE OF RATES (SOR)

The Contractor shall quote their rates in the price bids as per the format given in Proforma-B.

Item no.	Description services/item	Unit of Measurement (UOM)	Estimated Quantity
10	Phase-I: Study of 20 nos. of wells for Hydro-fracturing well selection and submission of Report	LUMPSUM	1
Phase-II: Hydrofracturing operation			
20	Mobilization for 10 nos. of candidate wells	LUMPSUM	1
30	Supply of Packer & accessories	Per well	10
40	Cost of Hydrofracturing Job	Per well	10
50	Cost of Acidization Job	Per Well	5
60	Well Unloading Charges post Frac	Per Well	10
70	Cost of High strength Proppant	Per Well	10
80	Cost of Other Fracturing Chemicals	Per Well	10
90	Inter location movement charge	LUMPSUM	9
100	Demobilization charge	LUMPSUM	1

The above rates will be guided by the following:

1.0 Study of wells for Hydro fracturing well selection and submission of Report

Company shall pay the contractor a lump sum amount for the study phase of this contract on receipt of report for techno-economic feasibility study for candidate selection of prospective wells for hydro fracturing. **Total cost quoted by the bidder for Phase-I shall not be more than 4% of the total estimated contract value. However, Phase-I charges if quoted in excess of 4% of the total quoted contract value, the excess amount shall be paid at the end of the contract.**

2.0 Mobilization charge for carrying out hydrofracturing operation:

Mobilization charges (Lump sum) for complete set of equipment as per scope of work shall be applicable after the complete set of equipment has been mobilized, installed, commissioned and on-hire survey is completed at the designated location of company subject to satisfactory mobilization report from company representative. **Total cost quoted by the bidder for mobilization of Phase-II shall not be more than 7% of the total estimated contract value. However,**

Mobilization charges for Phase-II if quoted in excess of 7% of the total quoted contract value, the excess amount shall be paid at the end of the contract

3.0 Demobilization charge:

On issuance of demobilization notice or on complete demobilisation, the contractor shall demobilize the HydroFrac equipment completely from Company's premises within 15 days from the date of issuance of demobilization notice or from the date of complete demobilization.

Demobilization charges (Lump sum) for the complete set of equipment shall be applicable, after removal of all equipment, material and personnel pertaining to contractor/its sub-contractor, from the premises of company and satisfactory off-hire survey by the representative of company. However, company shall not pay demobilization charges of unit/equipment, if on completion of contract/termination, Contractor does not remove the unit from the last well area of operation within stipulated time.

Total cost quoted by the bidder for De-Mobilization charges shall not be less than 2% of the total estimated contract value. If De-mobilization is quoted in deficit or less than 2% of the total quoted contract value, the deficit amount shall be withheld from the first invoice onwards and the same will be paid at the end of the contract along with Demobilization charges.

4.0 Supply of Packer & accessories:

Supply of Packer and accessories: Company will pay the contractor the cost of packer and its related accessories supplied for completion of 10 wells post-delivery inspection and acceptance of the packer (set of packers). 50% invoiced amount shall be released after acceptance of the packers and the remaining 50% of the invoiced amount shall be paid post successful installation of the packer.

5.0 Cost of Hydrofracturing Jobs:

The cost of Hydrofracturing job includes the following:

- I. **Design, planning and execution for the entire HydroFrac job**
- II. **Supervision, installation of the packer along with its retrieval if required**
- III. **Charge of equipment & manpower**

Note: For a successful HF job, 100% of the quoted rate per HF job shall be paid. In case of unsuccessful job, only 50% payment per HF job shall be made. In this regard please refer SOW clause No. 12

6.0 Cost of High strength Proppant

Fracturing Chemical charge shall be paid as per actual consumption. For estimation purpose bidder may consider a volume of 2000 bbls/well. The rate will be governed as per the price bid format. The details of actual consumption of various chemicals/consumables will be maintained by the representative of

Company. A copy of the same duly certified by the contractor's representative and Company's representative shall be required for making the payment.

Estimation for proppant will be done on 110 MT in 2000 bbls of fluid per well.

7.0 Cost of Other Fracturing Chemicals

Fracturing Chemical charge shall be paid as per actual consumption subject to maximum rate quoted by the bidder for the chemicals per well. The rate will be governed as per the price bid format. The details of actual consumption of various chemicals/consumables will be maintained by the representative of Company. A copy of the same duly certified by the contractor's representative and Company's representative shall be required for making the payment.

8.0 Cost of Acidization Job (Optional):

This will include the following:

- Entire job design and execution
- Equipment Chemicals, Consumables etc.

9.0 Inter Location Movement (ILM) charge

Company shall pay the contractor a lump sum amount for each ILM of the equipment, chemicals etc. from one location to another location as per the price quoted by the contractor in the Price Schedule. Notice of ILM to the subsequent location post completion of operation at a given well shall be issued by the company. Contractor to raise invoice for ILM subsequent to completion of movement of equipment, consumables and manpower etc. to the said location. ILM shall be completed within a period of **07 (Seven)** days from the date of issuance of notice for ILM.

10.0 Well Unloading Charges post Frac:

The contractor will have to carry out post HF flowback operations using their own equipment and manpower.

This includes the cost of continuous flowback operations post HF using their own CTU, NPU, etc as per wells requirement. All necessary consumables, equipment, fittings etc. will be under the scope of the contractor.

The potential gain in rate has to be established within 15 well activation days post completion of Hydrofrac job.

END OF SECTION-IV
END OF PART-3

APPENDIX-NDA

**THIS AGREEMENT TO BE MADE ON INDIAN
NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE**

CONFIDENTIALITY AGREEMENT

The CONFIDENTIALITY AGREEMENT (herein referred to as the 'Agreement'),
entered into the _____ day of _____ 2023 at Duliajan.

BETWEEN

OIL INDIA LIMITED (A Govt. of India Undertaking), a Company incorporated under
the Companies Act 1956 and having registered Office at Duliajan, Dist. Dibrugarh,
Assam, 786602 (hereinafter referred to as "OIL" or "Disclosing Party").

AND

(_____ **COMPANY'S NAME** _____),
(ADDRESS _____)
_____) (hereinafter
referred as " _____ **COMPANY'S NAME** " or "Receiving Party") represented by the
_____, which expression shall, unless repugnant to the
context or meaning thereof, mean and include its successors and assigns.

WHEREAS

Disclosing Party is intended to hire **“Services of Hydrofracturing in the existing wells of Oil India Limited located in oil fields of Assam including supply of chemicals and consumables”** in the wells, as identified by the Disclosing Party.

For the purpose of carrying out the services in the identified wells, the disclosing Party will provide information of candidate wells in relation to study for Hydrofracturing treatment (“Purpose”) and as a result thereof, either Party will disclose to the other information that is confidential and proprietary to the disclosing Party and is willing to divulge said information only subject to the terms thereof.

NOW THEREFORE, THIS CONFIDENTIALITY AGREEMENT/NON-DISCLOSURE AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE DISCLOSING AND RECEIVING PARTY AS FOLLOWS:

ARTICLE 1. DEFINITION

For the purpose of this Agreement, “Confidential Information” shall mean and include any information of any nature (commercial, technical, marketing, financial, etc.) in any form including but not limited to well-data, copy, abstract, sample, note or module, disclosed by the disclosing party (the “Disclosing Party”) to the other party (the “Receiving Party”) within the scope of the Proposed Project, whether such information are disclosed through written documents, electronic transmissions, orally or visually, and without it being necessary for the Disclosing Party to specify the confidential nature of such information.

ARTICLE 2. CONFIDENTIALITY

2.1 In consideration of the disclosure referred to in Paragraph 2.5 hereof, the Receiving party agrees that the Confidentiality Information shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy, or reproduction or image or electronic transmission, without the Disclosing Party’s prior written consent except as provided herein below. This Article shall survive and continue perpetually even after termination of the agreement and shall bind the Receiving Party, its stakeholders, its employees, agents, representatives, successors, heirs and assignees.

2.2 The Receiving Party shall be entitled to disclose the Confidential Information

without the Disclosing Party's prior written consent to such of the following persons for the execution of jobs as under:

- a. Employees, officers of the Receiving Party who would be involved in execution of job during the tenure of the Proposed Project.

The Receiving Party shall take reasonable security precautions and such other actions as may be necessary to ensure that there is no disclosure or use of the Confidential Information by the persons out in subparagraph (a) in violation of the confidentiality obligations herein and that the said persons treat Confidential Information as confidential.

2.3 The Receiving Party, shall only use or permit the use of the Confidentiality Information disclosed under this Agreement for the purpose of utilizing it for execution of the Proposed Project. The Confidential Information shall not be used except for the purpose stated in the Agreement.

2.4 The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the Confidential Information to the Receiving Party. The Disclosing Party however makes no representations or warranties, expressed or implied, as to award of any subsequent contract or jobs to the Receiving Party for carrying snubbing / hydraulic workover operations.

2.5 The Receiving Party agrees in particular:

- i) not to publish in any manner or otherwise disclose to any third party any Confidential Information or part of it, and to treat all Confidential Information at least with the same degree of care as it applies to its own files of a confidential nature;
- ii) not to use Confidential Information, even partially, for the benefit of any third party or for its own account (except for the sole purpose of the business arrangement described in the recitals above);
- iii) not to decompile, disassemble, decode, reproduce, redesign, reverse engineer or manufacture any information, code, process, products or equipment of the Disclosing Party or any part thereof; and

iv) to disclose Confidential Information only to those of its employees and Affiliates who have a reasonable need to know in connection with the business arrangement described in the recitals above, to inform such employees of the confidential nature of the Confidential Information, and to cause them to comply with any and all terms of this Agreement.

2.6 Subject to the requirements of the applicable law, the Receiving Party agrees that it will not, without prior written consent from the Disclosing Party, communicate with any third party regarding Confidential Information referred herein above, the identity of the parties, the existence of negotiations between the parties, agreement, or process thereof of any discussions or the Confidential Information has been requested or received.

ARTICLE 3. EXCEPTIONS

The obligations set forth in Article 2 of this Agreement shall not apply to Confidential Information which:

- i) is in the public domain at the time of its disclosure by the Disclosing Party or thereafter falls into it without any breach of this Agreement (and, in that case, only from the date on which it fell into the public domain);
- ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party, provided that the Receiving Party gives proper evidence of such prior knowledge; or
- iii) has been rightfully obtained by the Receiving Party from a third party without any breach of a confidentiality obligation towards the Disclosing Party; or
- iv) has been independently discovered or developed by the Receiving Party without using Confidential Information, so long as such independent discovery or development can be documented and verified.
- v) is required to be disclosed as per the order of the Court or directive of the Government or any Government Authority.

Receiving Party shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement shall keep such

information confidential and shall not disclose or divulge the same to any unauthorized person.

ARTICLE 4. RETURN OF DOCUMENTS

4.1 The Confidential Information shall remain the property of the Disclosing Party, and the Disclosing Party may demand the return thereof at any time upon giving written notice to the Receiving Party. Within 30 days of the receipt of such notice, the Receiving Party shall return all the original Confidential Information to the Disclosing Party and shall destroy all copies retained by or with Receiving Party. The Receiving Party shall also destroy all the reproduced copies of such Confidential Information (in whatever form, including but not limited to electronic media) in the possession of Receiving Party and in the possession of persons to whom it was disclosed pursuant to Article-2.2 hereof. This would be also effective in case of any termination of this agreement if arises in future and from the date of the termination notice from both Receiving and Disclosing Party as the case may be, will be considered as the date of such notice.

ARTICLE 5. NO OTHER RIGHTS OR OBLIGATIONS

- 5.1 Nothing in this Agreement shall be construed as granting or conferring to either party any rights by license or otherwise in the Confidential Information, except as expressly provided herein.
- 5.2 Nothing in this Agreement shall be construed as (i) obligating either party to disclose any information, which it does not wish to disclose, or (ii) obligating either party to accept any offer or enter into any agreement between the Parties.
- 5.3 Unless otherwise expressly stated in writing, any prior or future proposals or offers made in the course of the Parties' discussions towards use of confidential information for the execution of job are implicitly subject to all necessary Management Approvals required at Disclosing Party's end and nothing contained herein is intended to confer upon the Receiving Party's any commitment of awarding job/contract whatsoever by the Disclosing Party.

ARTICLE 6. NO WAIVER OF RIGHT ON DELAY

- 6.1 No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or

consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

ARTICLE 7. APPLICABLE LAW – JURISDICTION

- 7.1 This Agreement shall be governed by and shall be construed in accordance with the laws of INDIA.
- 7.2 Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, shall be settled through mutual discussion between the two parties. However, if the dispute cannot be amicably resolved through mutual discussion between the two parties, it shall be referred to a Sole Arbitrator to be appointed by Disclosing Party with the consent of Receiving Party. The Arbitration proceedings shall be governed and conducted under the Indian Arbitration and Conciliation Act 1996. The place of Arbitration shall be Guwahati, Assam, India and the language of Arbitration proceedings shall be English. The arbitration award shall be final and binding to the Parties, and the Parties agree to be bound thereby and to act accordingly. The cost of arbitrations shall be borne by the Parties equally.

ARTICLE-8 DURATION

- 8.1 This agreement shall come into force on the date written hereunder, and shall remain in force till the completion of the jobs as mentioned in the-Proposed Project. The obligation set forth in Article 2 hereof shall survive the termination of this agreement if arising. The either party shall have the option to terminate this agreement with one-(1) month prior written Notice to the other Party.

ARTICLE 9. COMPLETE AGREEMENT

- 9.1 The Parties agree that this Agreement (i) is the complete and exclusive statement between the Parties with respect to the protection of the confidentiality of Confidential Information, (ii) supersedes and cancels all prior communications, understandings and agreements between the parties hereto, whether written or oral, expressed or implied with respect to the

protection of the confidentiality of Confidential Information, (iii) may only be modified in writing by authorized representatives of the Parties.

ARTICLE 10. AMMENDMENT

10.1 No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date written above.

DISCLOSING PARTY

By: OIL INDIA LIMITED

RECEIVING PARTY

By: (_____COMPANY).

Name: _____

Title: _____

AUTHORISED SIGNATORY

Name: _____

Title: _____

AUTHORISED SIGNATORY

*****END OF APPENDIX-NDA*****

APPENDIX-WELLS

GROUP-A				GROUP-B			
Sl No	Well No	Area	Installation	Sl No	Well No	Area	Installation
1	LKG002	Lakwagaon	Loc MFK	1	NHK159	NHK Main	Loc NDX
2	NHK197	NHK Main	OCS 6	2	DHL001	Dholiya	Borbil EPS
3	NHK147	NHK Main	Loc NDX	3	RGH014	Rajgarh	Rajgarh OCS
4	SLM045	Shalmari	Shalmari OCS	4	SLM035	Shalmari	Shalmari OCS
5	MRN014	Moran	Moran OCS 1	5	TNL002	Tinali	Shalmari OCS
6	NHK559	NHK Main	OCS 6	6	MRN083	Moran	Moran OCS 1
7	KJN013	Kusijan	Kusijan EPS	7	MRN108	Moran	Moran OCS 1
8	KJN011	Kusijan	Kusijan EPS	8	KJN009	Kusijan	Kusijan EPS
9	HJN001	Hapjan	Hapjan OCS	9	KJN004	Kusijan	Kusijan EPS
10	HJN004	Hapjan	Hapjan OCS	10	HJN005	Hapjan	Hapjan OCS
11	SMD002	Samdang	Eastern Asset	11	HJN009	Hapjan	Hapjan OCS
12	SBJ006	South Baghjan	Baghjan EPS	12	SMD005	Samdang	LOC DGP
13	NHK324	Santi	Ushapur OCS	13	NHK365	Santi	Ushapur OCS
14	BPR016	Bhogpara	Bhogpara OCS	14	BPR012	Bhogpara	Bhogpara OCS
15	KLN027	Kathaloni	Kathaloni OCS	15	NHK614	Jaipur	Jaipur OCS
16	NHK358	Jaipur	Jaipur OCS	16	NHK388	Jaipur	Jaipur OCS
17	NHK116	Langkasi	Langkasi OCS	17	NHK654	Santi	Ushapur OCS
18	NHK260	Jaipur	Jaipur OCS	18	NHK301	Jaipur	Jaipur OCS
19	NHK386	Kathalguri	Kathalguri OCS	19	NHK636	Kathalguri	Kathalguri OCS
20	NHK470	Nagajan	Jorajan OCS	20	JRN051	Jorajan	Jorajan OCS

*****END OF APPENDIX-WELLS*****

PROFORMA-A

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

Sl. No.	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 = C x D	F	G = F + E	H	I = G+H	J	K	L

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

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

PROFORMA-B

PRICED BID FORMAT

**THE PRICE BID FORMAT IS ATTACHED UNDER “NOTES AND ATTACHMENTS”
TAB OF THE OIL’S E-TENDER PORTAL**

PROFORMA-C

BID FORM

To
M/s. Oil India Limited,
P.O. Duliajan, Assam, India

Sub: IFB No. CDG3605P24

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 2023.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA-D**STATEMENT OF NON-COMPLIANCE****(Only exceptions/deviations to be rendered)****IFB NO. CDG3605P24**

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

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

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "**Statement of Non-Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the IFB requirements.

PROFORMA-E

FORM OF BID SECURITY (BANK GUARANTEE)

To

**M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN - 786602.**

WHEREAS, _____(Name of Bidder) (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. _____ KNOW ALL MEN BY these presents that we _____ (Name of Bank) of _____(Name of Country) having our registered office at _____(hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this ____ day of ____ 20__.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suo moto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

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

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:

Contd.....P/2

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 guaranteed 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:

- a) SIGNATURE AND SEAL OF THE GUARANTORS_____
- b) Designation_____
- c) Name of the Bank_____
- d) Address _____

Note:

- * The Bidder should insert the amount of the guarantee in words and figures.
- ** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid / as specified in the Tender.
- *** The Bank Guarantee issuing bank branch shall ensure the following:
 - a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
 - (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to **ICICI Bank, Duliajan Branch**, IFSC Code- ICIC0000213, Unique identifier code (Field 7037)- OIL503988890, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under.

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

- c. Further correspondence against BG towards Bid Security must contain the Tender Number.

PROFORMA-F

FORM OF PERFORMANCE BANK GUARANTEE

To:

**M/s. Oil India Limited
Contracts Department
Duliajan, Assam - 786602**

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of 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 Contact Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall is restricted up to Rs. _____

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation: _____

Name of Bank: _____

Address: _____

Witness: _____

Address: _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract No.) by the BG issuing Bank branch to **ICICI Bank, Duliajan Branch**, IFSC Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank Limited, Duliajan Branch, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam-786602.

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- c. Further correspondence against BG towards Performance Security must contain the Contract Number.

PROFORMA-G**AGREEMENT FORM**

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 10% of Contract value) with validity of 90 (Ninety) days beyond the defect liability period.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

- (a) Section-I indicating the General Conditions of this Contract;
- (b) Section-II indicating the Terms of Reference;
- (c) Section-III indicating the Special Conditions of Contract;
- (d) Section-IV indicating the Schedule of Rates.

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

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA-H

PROFORMA LETTER OF AUTHORITY

TO
CGM- CONTRACTS (HoD)
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India

Dear Sir,

Sub: OIL's IFB No. CDG3605P24

We _____ of _____ confirm that Mr. _____ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against IFB No. CDG3605P24 for **Hiring the services of Hydro-Fracturing in the existing wells of Oil India Limited located in oil fields of Assam including supply of chemicals and consumables** for any commercial/Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Yours faithfully,

Signature:

Name & Designation _____

For & on behalf of _____

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

PROFORMA-I

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO
CGM- CONTRACTS (HoD)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

Sub: OIL's IFB No. CDG3605P24

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. _____ for **Hiring the services of Hydro-Fracturing in the existing wells of Oil India Limited located in oil fields of Assam including supply of chemicals and consumables**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

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

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

Ref. No. _____

Date _____

**To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. CDG3605P24 dated _____

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)

PROFORMA-K

**To,
CGM-CONTRACTS (HoD)
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES FOR TENDER NO. CDG3605P24

DESCRIPTION OF WORK/ SERVICE: Hiring the services of Hydro-Fracturing in the existing wells of Oil India Limited located in oil fields of Assam including supply of chemicals and consumables.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

A. General/ Common:

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
3. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Act or omissions at work.
4. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
5. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention 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.
6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

7. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
8. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However, in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).
9. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
10. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
11. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
12. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
13. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.
14. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
15. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate with respect to the job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

16. OIL will communicate all information to the Contractor or his authorized representative only.
17. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
18. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
19. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.
20. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
21. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
22. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
23. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
24. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
25. Barricading of area to be done with reflecting tapes as applicable during work.
26. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
27. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
28. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is

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

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

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

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

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

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

B. Additional Points in case of Areas/ Installations under Mines:

1. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines 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.

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

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

4. The Contractor shall report all near misses, minor and reportable accident to the Engineer In Charge and maintain the record of near misses as per OIL's practice, and accidents in the Form – J for Reportable accident and Form – K for Minor Accidents as per The Mines Rules 1955 in consultation with the Engineer In Charge.

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

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

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

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

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

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

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

11. The 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.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

PROFORMA-L**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s (Name of the Bidder) for the last 03 (Three) completed accounting years upto.....**(as the case may be)** are correct.

YEAR	TURN OVER In INR	NET WORTH In INR

Place:

Date:

Seal:

Membership Number:

Signature

Registration No.:

UDIN:

PROFORMA-IX

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE
OFFICIAL LETTER HEAD OF THE BIDDER)**

Certificate of Compliance of FINANCIAL CRITERIA:

Ref : Note 'b' under Clause 4.6 of Financial Criteria of BEC/BRC of Tender No.

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

**The balance sheet/Financial Statements for the financial year _____
(as the case may be) has actually not been audited as on the Original Bid Closing
Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: Please note that any declaration having date after the Bid Closing Date will not be considered and will be rejected. This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

PROFORMA-M

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 **Hiring the services of Hydro-Fracturing in the existing wells of Oil India Limited located in oil fields of Assam including supply of chemicals and consumables**. 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.

(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 its Vigilance Office and in addition can initiate disciplinary actions.

Section-2: Commitments of the Bidder/Contractor

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

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor 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 shall 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 Indian Rupees only.
- (vii) Bidders shall not 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

Place: _____

Date: _____

For the Bidder/Contractor

Witness1:

Witness 2:

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

&&&&

PROFORMA-N**UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE**

To,
Oil India Limited
Contracts Department
Duliajan, Assam –786 602

We, M/s.....are submitting the performance security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. for an amount of INR/USD/EUR..... valid up to as per terms and conditions of Tender/Contract No.....

BG issuing bank details:

Bank	
Branch IFS Code	
Contact Details E-mail Addresses	Mobile Telephone Fax
Correspondence Address H No/Street/City	State Country Pin Code

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorised Signature_____

Name _____

Vendor Code_____

Email ID _____

Mobile No _____

Encl: Original bank guarantee

PROFORMA-O

**UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)**

We, _____ (Name of the bidder) have submitted Bid against Tender No. **CDG3605P24** dated _____ for **Hiring the services of Hydro-Fracturing in the existing wells of Oil India Limited located in oil fields of Assam including supply of chemicals and consumables.** We hereby undertake that we meet the mandatory minimum local content requirement as per the provision of **Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022.** The percentage of Local Content in the bid is _____ %.

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

PROFORMA-PP

TO
CGM-CONTRACTS (HoD)
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India

SUB: Tender no. CDG3605P24 for ‘Hiring the services of Hydro-Fracturing in the existing wells of Oil India Limited located in oil fields of Assam including supply of chemicals and consumables’

Dear Sir,

We _____ (Name of the bidder) have submitted bid against the subject tender. We are eligible and shall avail benefit of Purchase Preference under the policy (tick whichever applicable)

(please (✓) tick the policy you have opted)

Policy	Response
PP MSE	
PP LC	

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

PROFORMA-Q

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY/SISTER-SUBSIDIARY/CO-SUBSIDIARY/MEMBER OF SAME NETWORK OR MEMBER OF SAME GLOBAL FIRM (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) hereinafter referred to as "Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (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.
Witness:

M/s.
Witness:
1) 1)
2) 2)

PROFORMA-R

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, 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/ **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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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 _____

Signature _____

Name: _____

Designation: _____

Common seal of the Company: _____

Witness:

1. Signature _____
Full Name _____
Address _____

Witness:

2. Signature _____
Full Name _____
Address _____

PROFORMA-S

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)

(IN CASE OF INDIAN BIDDER 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 Company's 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)

M/s.
Witness

1)
2)

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

M/s.
Witness

1)
2)

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

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-subsidiary 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-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

PROFORMA-T

FORM OF PERFORMANCE BANK GUARANTEE BY SUPPORTING COMPANY

To
M/s OIL INDIA LIMITED (OIL)
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602

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

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

AND WHEREAS we have agreed to give the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor / **ULTIMATE PARENT/SUPPORTING COMPANY** 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 there under 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 Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
- i) “MT 760/MT 760 COV” for issuance of bank guarantee.
 - ii) “MT 760/MT 767 COV” for amendment of bank guarantee.

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

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

DECLARATION FORMAT

(as per BEC Clause No. 3.4.2 & 3.4.3)

[On Bidder's Letter Head]

To,

M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN-786602

Dear Sir,

This has reference to your Tender No. **CDG3605P24** Dated 20__ on the subject
.....

We.....(Name of the Company) confirm that we will engage/deploy the services including the key personnel of the Subsidiary/Parent /Sister Subsidiary/Co-subsidiary company experience (strike out whichever is not applicable) on whose strength we are meeting the tender's Technical requirement as per the tender qualifying criteria.

Signature

(Name & Designation of Authorized person)

PROFORMA-V

**PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION
AGENCY**

(To be submitted on official letter head)

TO
M/s OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No.

M/s _____ having registered office at _____
intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, we hereby certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder, M/s _____ have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having ____ nos. of pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature: _____

Name: _____

PROFORMA-W

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

PROFORMA-X

**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 wholly owned 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.
- 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)

For and on behalf of
(Parent/Ultimate Parent/Holding Company)
(Delete whichever not applicable)

Witness:

1.

2.

Witness:

1.

2.

ANNEXURE-BIO DATA

PROFORMA FOR BIODATA OF KEY PERSONNEL

1. NAME
2. PRESENT ADDRESS
3. PERMANENT ADDRESS
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY (IN CASE OF EXPATRIATE)
7. DESIGNATED POST
8. EDUCATIONAL QUALIFICATION
9. DATE OF BIRTH
10. EXPERIENCE IN REVERSE ORDER

AFFIX
PASSPORT SIZE
PHOTOGRAPH

NOTE: In case of replacement of the key personnel, the replacement personnel must have the requisite qualification and experience as per Terms of Reference (Section-II) and shall submit their credentials along with their recent photographs to Company for approval of Company.

ANNEXURE-UFP

PROFORMA UNDERTAKING FROM CONTRACTOR'S PERSONNEL

I _____ S/o _____
_____ having permanent
residence at _____ Dist _____ am
working with M/s. _____ as their employee. Now, I have been
transferred by M/s. _____ for carrying out the contract job under
Contract No. _____ which has been awarded in favor
of my employer M/s. _____.

I hereby declare that I will not have any claim for employment or any
service benefit from OIL by virtue of my deployment for carrying out
contract job in OIL by M/s. _____

I am employee of _____ for all practical
purposes and there is no privity of Contract between OIL and me.

Signature

Place: Date:

Witness:

1. NAME:
DESIGNATION:
DATE:
2. NAME:
DESIGNATION:
DATE:

ANNEXURE-RM

Responsibility Matrix – Hydraulic Fracturing of 10 Nos of Oil/Gas Wells			
NO	DESCRIPTION	RESPONSIBILITY	
		COMPANY	CONTRACTOR
1	Project General		
1.01	Preparation of Location and Access Roads	X	
1.02	License and Permits to access location	X	
1.03	Provision of Drilling/ workover rig services including operating manpower, site office	X	
1.04	Provision of : Tubular (Tubing-Completion), and Well Head Equipment(Excluding Tress Saver)	X	
1.05	Well Completion Plan		X
1.06	Approval of well completion plan	X	
1.07 (a)	Supply & Installation (with CONTRACTOR rig & rig crew) of Packer , assembling, R/I instructions, settings, redressing, milling, retrieval instructions (if required) including trained manpower and tools for setting and retrieval		X
1.07(b)	Providing equipment, chemicals and services for acid, solvent, scale removal jobs (if required)		X
1.08	Provision for Wire line Services for logging and Perforation.	X	
1.09	Provision of raw operational Water for fracturing		X
1.09	All frac equipment, execution and supervision of frac job including manpower		X
1.10	Suggestion for Well Testing and flow back		X
1.11	Suggestion for Flowback plan		X
1.12	Provision for NPU and CTU operations including operating manpower		X
1.13	Provision of Contractored Tubing including operating manpower	X	
1.14	Supply of Proppant and all Fracturing Chemicals,		X
1.15	Mobilization & installation of Tree Saver / Wellhead Isolation Tool including trained manpower		X
1.16	Pre Hydro Frac Operation Well Control Liability	X	
1.17	Environmental / Clean Up Liability		X

Responsibility Matrix – Hydraulic Fracturing of 10 Nos of Oil/Gas Wells			
NO	DESCRIPTION	RESPONSIBILITY	
		COMPANY	CONTRACTOR
1	Project General		
	(Disposal upto pit at wellsite)		
2	Preparation of Fracturing Program		
2.1	Review of Existing Data		X
2.1.1	Providing Production and Completion Data	X	
2.1.2	Providing Existing Open Hole and Cased Hole Log Data	X	
2.1.3	Well Test Data	X	
2.1.4	Interpretation of the data		X
2.1.5	Providing Core and fluid samples for lab test as per availability	X	
2.1.6	Laboratory tests as required		X
2.2	Preparation of Hydrofrac program		X
2.3	Approval of Hydrofrac Program	X	
3	Operations		
3.1	Security of the Contractors equipment at the well site		X
3.2	Medivac, if any by Road		X
3.3	Firefighting facilities at the site	X	
3.4	Disposal pit at Well Site	X	
3.5	Trucks & Crane with trained manpower		X
3.6	Adequate Lighting for Operation		X
3.7	Waste transportation and Disposal upto pit		X
3.8	Provision for Diesel Supply at the site for frac jobs and contractor's equipment / units		X
3.9	Storage of chemicals and proppant		X
3.10	Camp : Accommodation and Catering for all Contractor personnel		X
3.11	Mobilization of the Contractor Personnel to the Rig / wellsite		X
3.12	Infield Transportation of Contractor Personnel		X
3.13	Infield Transportation - Contractors Equipment and materials		X

PROFORMA-COMMERCIAL CHECKLIST**COMMERCIAL CHECK LIST****Bidder's Name:** _____**TENDER NO. CDG3605P24**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120(One hundred and twenty) days from Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm that percentage of Local Content along with Certification	

	of Incorporation and other relevant documents required has been submitted.	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/ Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19.	Please confirm the purchase preference policy you want to avail - i) PP-MSE ii) PP-LC iii) Not applicable	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered overriding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

EXHIBIT-I

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS
ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND
BORDER WITH INDIA**

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-II

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-III

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY(ToT)

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

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)

TECHNICAL EVALUATION SHEET FOR BEC/BRC**Bidder's Name:** _____

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	1.0	<u>VITAL CRITERIA FOR BID ACCEPTANCE</u> The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bidders are advised not to take any exception/ deviation to the Bid Documents. Exceptions/Deviations, if any, should be brought out during the Pre-Bid Conference as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard. Still, if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be liable for rejection.			

2	2.0	<u>GENERAL CONFORMITY:</u> The bid shall conform generally to the specifications and terms & conditions given in this bid document. Bids shall be rejected in case the services & materials offered do not conform to the 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.			
3	3.0	<u>TECHNICAL EVALUATION CRITERIA:</u>			
4	3.1	<u>EXPERIENCE</u> <ul style="list-style-type: none"> i. The bidder shall have experience of completing at least 05 (Five) nos. of hydro-fracturing jobs for oil/gas wells during the last 07 (Seven) years reckoned from the original bid closing date. Any 01 (One) job out of those total 05 (Five) jobs submitted against experience by the bidder must qualify for any of the 02 (Two) following criteria out of the 03 (Three): <ul style="list-style-type: none"> c) Job completed in a minimum Measured Well depth of 3500 m or deeper (11,480 ft or deeper); Depth to be measured from MSL (Mean Sea Level) in case of offshore wells and GLE (Ground Level Elevation) in case of onshore wells. d) Job completed in wells with Geothermal/target reservoir temperature equal to or greater than 150 deg. C. c) Job completed in wells with Surface Fracture pressure of 9,000 psi or more. ii. The bidder must have experience in study and designing of hydrofracturing job in minimum 10 nos. of Oil & Gas Wells. 			
5	3.2	<u>Notes to BEC clause no. 3.1 above:</u>			

		<p>a. The vintage of all major equipment offered (i.e. pumping unit and blender unit) shall not be more than 08 (Eight) years to be reckoned from the original bid closing date. In support of vintage of offered equipment(s), the bidder shall submit an undertaking confirming that the offered equipment (i.e. pumping unit and blender unit) are manufactured not before 08 (Eight) years to be reckoned from the original bid closing date. Documentary evidence of vintage must be submitted to OIL at the time of mobilization/commissioning failing which mobilization shall not be treated as complete.</p> <p style="text-align: center;">or</p> <p>In case any of the major equipment (i.e., pumping unit and blender unit) offered by the bidder does not qualify the aforementioned vintage criteria, the bidder shall have to submit an Undertaking along with their Technical Bid that they shall get such equipment inspected/verified and certified by any of the OIL's authorized/recognized third party inspecting agencies viz; M/s Lloyds or M/s Bureau Veritas or M/s RITES or M/s IRS or M/s DNV or M/s Tuboscope Vetco confirming the Residual Life of such equipment is at least 03 (Three) years from the date of mobilization at site. To this effect, the Contractor must submit the relevant documents (i.e., duly signed & sealed TPI certificate, Commissioning Report & Registration Certificate of the equipment) to OIL before commencing operations under the contract.</p> <p>b. In support of the experience criteria of Clause No. 3.1 above, the bidder must furnish the following documentary evidences self-certified, in the form of:</p> <p style="padding-left: 40px;">i. Copies of Relevant pages of the contract document showing</p>			
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		<p>Contract Number, period of contract and detailed Scope of work etc.</p> <p>ii. Copies of completion Certificate(s) or payment certificate(s) or Daily Progress Report(s) or any other documents which substantiates completion of the required jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.).</p>			
6	3.3	A job executed by a bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BEC.			
7	3.4	<u>BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES:</u>			
8	3.4.1	<p><u>BIDS FROM INDIAN JOINT VENTURE (JV) COMPANY:</u></p> <p>(a) In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 2013 and any amendment thereunder. JV agreement along with the share holding pattern should be submitted failing which bid shall be outrightly rejected. They should meet the technical qualification requirements as under:</p> <p>(iii) The JV on its own shall meet the experience criteria as per Clause No. 3.1</p> <p style="text-align: center;">or</p> <p>(iv) Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Clause No. 3.1.</p> <p><u>Note:</u></p> <p>A. In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the execution of the contract failing which bid shall be outrightly rejected. Similarly, under such a situation the</p>			

		<p>contract shall be liable for termination, if already awarded.</p> <p>B. Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/subsidiary/co-subsidiary/ sister subsidiary /parent/ holding/affiliating/ associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.</p> <p>(b) Constitution of Joint Venture: The members of the JV should not be more than three. If after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.</p> <p>(c) Members of the JV are not allowed to quote separately/independently / or through any other arrangement like part of any other JV/Consortium or Subsidiary/ Parent company/ co subsidiary against this tender. All the bids received in such a case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.</p>			
9	3.4.2	<p><u>BIDS FROM PARENT/WHOLLY OWNED SUBSIDIARY</u></p> <p>(a) Bids of those bidders (other than JV or Consortium), who themselves do not meet the experience criteria as stipulated in Clause no. 3.1 above can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who meets experience criteria as stipulated in Clause no. 3.1 above or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company] who meets experience criteria as stipulated in Clause no. 3.1 above. However, the parent/ subsidiary company (as the case may be) of the bidder must on its</p>			

		<p>own meet the experience as stipulated in the BEC and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement for meeting the experience criteria.</p> <p>(b) In case of subsidiary company dependent upon the 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 should enclose a Parent/Subsidiary Agreement (as per PROFORMA-Q) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per PROFORMA-R) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid failing which the bid will be outrightly rejected. The subsidiary status/stake holding should not change during the execution of the contract (if awarded), otherwise the contract shall be liable for termination.</p>			
10	3.4.3	<p><u>BIDS FROM SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY:</u></p> <p>Offers of those bidders who themselves do not meet the technical experience criteria stipulated in 3.1 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:</p> <p>(d) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.</p>			

		<p>(e) Provided that the sister subsidiary/co-subsidary company on its own meets the technical experience criteria laid down in Clause 3.1 above and not through any other arrangement like technical collaboration etc.</p> <p>(f) 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 Proforma-S, between them, their ultimate parent/holding company, along with the technical bid.</p> <p>In the situations mentioned in Clause No. 3.4.2 and 3.4.3 above, following conditions are required to be fulfilled/documents to be submitted:</p> <p>(iii) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed as PROFORMA-T), 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 supporting company 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 performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.</p> <p>(iv) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p>			
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		Bidders quoting under the categories as mentioned under Clause nos. 3.4.2 & 3.4.3 above should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per PROFORMA-U in this respect to be submitted as part of technical bid.			
11	3.4.4	<p><u>BIDS FROM CONSORTIUM:</u></p> <p>In case the Bidder is a Consortium of Companies, the following requirements must be satisfied by the Bidder:</p> <ul style="list-style-type: none"> (xv) Acceptable Memorandum of Understanding (MOU) has to be made between the consortium partners, which should be duly signed by the authorized executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to any & all responsibilities and obligations under the contract, if awarded, and identifying the Leader of the Consortium. (xvi) The leader or its consortium member must satisfy the minimum experience requirement as per clause 3.1 above. (xvii) The leader of the consortium must confirm unconditional acceptance of full responsibility of executing the “Scope of Work” of this tender. This confirmation must be submitted along with the technical bid. (xviii) MOU/Agreement concluded by the bidder with consortium partners, should be addressed to the Company, clearly stating that the MOU/Agreement is applicable to this Tender and shall be binding on them for the entire contract period, including extension, if any. The MOU must unconditionally and unequivocally declare that the MOU shall remain valid during the validity of the Contract. The MOU/Agreement should be submitted along with the Technical bid. 			

		<p>(xix) Only the Leader of the consortium shall register against the tender on e-portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.</p> <p>(xx) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.</p> <p>(xxi) 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 shall also be responsible for resolving dispute/ misunderstanding/ undefined activities, if any, amongst all the Consortium members.</p> <p>(xxii) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.</p> <p>(xxiii) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations. OIL may consider direct payment to individual consortium members within the same vertical, provided the consortium, so formed is complied with the terms of the Circular No. 07/2016 dated 07th March, 2016 issued by the Central Board of Direct Taxes (CBDT). Besides, for direct payment required for their part of scope of works, the same should be clearly indicated in the bid as well as MoU along with member-wise details of price break-up.</p>			
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		<p>(xxiv) In case of Consortium bids, the bid shall be digitally signed by 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.</p> <p>(xxv) Documents/details pertaining to qualification of the BIDDER must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.</p> <p>(xxvi) Constitution of Consortium: If during evaluation of bid, a consortium leader proposes any alterations/ changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.</p> <p>(xxvii) Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.</p> <p>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 will be rejected.</p>			
12	3.5	MOBILIZATION TIME:			
13	3.5.1	<u>PHASE-I: STUDY AND SUBMISSION OF REPORT</u>			

		During Phase-1, the contractor shall complete collection of available G&G and Engg. data within a maximum period of 30 (Thirty) days from the date of issuance of LOA . Simultaneously, the contractor shall complete submission of detailed feasibility study, selection of wells, prioritizing/ranking, designs the Hydrofracturing jobs and selection of artificial lift mechanism. Report preparation and presentation at Duliajan including suggestions for well preparation which is mutually agreed by the contractor and Company prior to execution of Hydrofracturing as per Scope of Work within 90 (Ninety) days from the date of issuance of LOA .			
14	3.5.2	<p><u>PHASE II: MOBILIZATION FOR 10 NOS. CANDIDATE WELLS</u></p> <p>During phase-II of the contract, the mobilization of equipment, personnel etc. (including packers and accessories) including all chemicals as mentioned in Section-II should be completed by Contractor within 180 (One-Hundred Eighty) days from the date of issuance of LOA.</p> <p>Note: The bidders must confirm their compliance in their “Technical” bid to complete the mobilization of all the above phases within the stipulated time as mentioned above. Offers without confirmation of stipulated mobilization time or with mobilization time more than stipulated time will be summarily rejected. The bidder shall confirm compliance of this in their technical bid</p>			
15	3.6	Bidders must categorically confirm in their technical bid they will not participate in the tender which is likely to be floated by OIL for the QAQC Consultant, if awarded for any group of wells under this tender.			
16	4.0	FINANCIAL EVALUATION CRITERIA			
17	4.1	Annual Financial Turnover from Operations of the Bidder during any of the last three (03) completed financial/accounting years preceding the Original Bid Closing date must be at least INR 51,84,48,907.00 or USD 6,291,900.00 .			

		<i>[Annual Financial Turnover from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]</i>			
18	4.2	<p>The Net worth of the bidder must be Positive for the financial/accounting year preceding the original Bid Closing date.</p> <p><i>[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]</i></p>			
19	4.3	<p>If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. 4.1 & 4.2) by itself, it can submit the bid based on the financial strength of its JV member having more than 50% stake in the JV Company and the following need to be complied/submitted:</p> <p>(i) An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain more than 50% shareholding in the JV till execution of the contract is accomplished.</p> <p>(ii) A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.</p>			
20	4.4	<p>In case, the bidder is a 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 bid based on the financial strength of its parent/ultimate parent/holding company, the following needs to be complied/submitted:</p>			

		<p>(i) the parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 4.1 & 4.2 above.</p> <p>(ii) Corporate Guarantee (as per Proforma-XXI) on parent / ultimate parent / holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them, and</p> <p>(iii) A certificate from the statutory Auditor of the bidding company as well as of the parent/ ultimate/ holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.</p> <p>Note: The above certificate should not be more than 30 days old as on the original bid closing date.</p>			
21	4.5	<p>In case of Consortium of companies, any member of the Consortium shall meet the minimum annual financial turnover from operations as mentioned in Clause 4.1 above and other member(s) of the consortium shall meet 50% of the value mentioned in clause no. 4.1 above during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Additionally, the Net Worth of all the consortium partners individually should be positive for the accounting year preceding the original bid closing date. Borrowing support from parent/supporting company is not allowed to meet the financial criteria.</p>			
22	4.6	<p><u>Notes to BEC Clause 4.0 above:</u></p> <p>a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p> <p>(i) Audited Balance Sheet along with Profit & Loss account. OR</p>			

		<p>(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net Worth as per format prescribed in Proforma-L.</p> <p>Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.</p> <p>b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date/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) and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per Proforma-IX.</p> <p>c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p>d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.</p> <p>e. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing</p>			
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		<p>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 or USD. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.</p> <p>f. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual Turnover & Net worth as mentioned in Para 4.0.</p>			
23	5.0	COMMERCIAL EVALUATION CRITERIA			
24	5.1	<p>Bids shall be submitted under single stage two Bid system i.e., Un-priced Techno-Commercial Bid and Priced Bid separately in the OIL's e-Tender portal. The Un-priced Techno-commercial bid (or Technical bid) is to be uploaded as per Scope of Work and Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid per Proforma-B uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.</p>			
25	5.2	<p>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. Bids with adjustable price terms will be rejected.</p>			
26	5.3	<p>Bids received with validity of offer less than 120 (One Hundred twenty) days from Bid Opening Date will be rejected.</p>			
27	5.4	<p>Bid security shall be furnished as a part of the Techno Commercial Un-Priced Bid. The amount of bid security should be as specified in the Forwarding letter/Introduction/GeM bid document. Any bid not accompanied by a proper bid security will be rejected.</p>			
28	5.5	<p>The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Proforma-M" of the tender document. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed by the same signatory who signed</p>			

PROFORMAS, ANNEXURES, APPENDICES, ETC.

		the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.			
29	5.6	Physical Bids, if any received from the bidders, shall not be considered and will be rejected.			
30	5.7	Bids submitted after the Bid Closing Date and Time will be rejected.			
31	5.8	Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.			
32	5.9	The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.			
33	5.10	Bid documents shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.			
34	5.11	Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.			
35	5.12	Any Bid containing false statement will be rejected.			
36	5.13	Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise, the Bid will be summarily rejected.			
37	5.14	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.			
38	5.15	<p>Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –</p> <ul style="list-style-type: none"> (i) Firm price (ii) Bid Security (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule (vii) Scope of work (viii) Guarantee of material / work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact 			
39	5.16	<p>The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India[except copies of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ through OIL’s e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.</p>			
40	6.0	PRICE EVALUATION CRITERIA			

41	6.1	Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.			
42	6.2	If there is any discrepancy between the unit price and the total price, the unit price will prevail, and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.			
43	6.3	For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered.			
44	6.4	The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under Section-IV and the summarized price schedule format vide enclosed Proforma-B .			
45	6.5	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Price Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.			
46	6.6	The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.			
47	6.7	The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.			
48	6.8	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			

49	6.9	In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.			
50	6.10	Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including quoted GST (CGST & SGST/UTGST or IGST).			
51	6.11	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.			
52	6.12	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.			
53	6.13	<u>CUSTOMS DUTY:</u> In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022. Similarly, the domestic supply of such goods would attract concessional GST on submission of EC in terms of Gazette Notification No. No. 3/2017- Central Tax (Rate) dated 28.06.2017 (and as amended from time to time). 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			

		<p>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.</p> <p>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 List-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 must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.</p> <p>Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the Proforma-A submitted by the bidder.</p> <p>Note: The above stipulations shall prevail over other clauses if stipulated</p>			
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		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.			
54	7.0	GENERAL			
55	7.1	In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.			
56	7.2	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. Since pre-bid meeting is provisioned in this tender, Company is not obligated to seek any post-bid clarification. However, clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted.			
57	7.3	If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.			
58	7.4	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.			
59	7.5	OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.			

60	7.6	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.			
61	8.0	PURCHASE PREFERENCE CLAUSE			
62	8.1	<p><u>PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES:</u> Purchase Preference to Micro and Small Enterprises is applicable for this tender. Bidders seeking benefits, under Purchase Preference Policy (MSE) shall have to be registered under Udyam Registration.</p> <p><u>Note:</u> Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience/consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister Subsidiary/Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister-Subsidiary/Co-Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is/are also a MSE(s). However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs, 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.</p>			
63	8.1.1	<u>DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:</u> Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-			

		<p>235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.</p> <p>bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:</p> <p>(i) Udyam Registration Number with Udyam Registration Certificate.</p> <p>Note: 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.</p>			
64	8.2	<p><u>PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):</u> Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference.</p> <p>Note: 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. Bidder to categorically confirm under which policy i.e. PP-LC or MSE, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration as per Proforma-PP. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.</p>			

65	9.0	<p>AWARD OF CONTRACT: The procedure for award of the contract for hiring of the services of Hydrofracturing in 10 (Ten) nos. + 10 (Ten) nos. of wells from the Group A & Group B list of wells shall be as under:</p> <p>The L1 bidder shall be awarded the contract for the group they prefer to choose after price bid opening. The other/left-over group will be offered to other techno-commercially acceptable bidders in the following order of preference, subject to matching their overall quoted price to that of the L1 bidder:</p> <p>First Preference: The eligible MSE bidders falling within the price band of L1+15% in order of their ranking (lowest to the highest bidder).</p> <p>Second Preference: The eligible Class-I PPLC bidders falling within the price band of L1+20% in order of their ranking (lowest to the highest bidder).</p> <p>Third Preference: Remaining techno-commercially acceptable bidders who are not eligible for any purchase preference mentioned above in order of their ranking (lowest to the highest bidder).</p>																														
66	10.0	<u>VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES</u>																														
67	10.1	<p>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 various documents required against BEC/BRC of the tender:</p> <table><tr><td>Sl. No.</td><td>Name of Independent Inspection Agency</td><td>Contact E-mail ID</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>	Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID																											
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			x.	M/s. RINA India Pvt. Ltd.	c. ssd@rina.org d. Andrea.Vattuone@rina.org			
			xi.	M/s. Dr. Amin Controllers Pvt. Ltd.	c. rkjain@rcaindia.net d. info@rcaindia.net			
			xii.	M/s. Germanischer Llyod Industrial Services GmbH (DNV GL- Oil & Gas)	b. mangesh.gaonkar@dnvgl.com			
			xiii.	M/s. TÜV SÜD South Asia Pvt. Ltd.	e. Jaimin.Bhatt@tuv-sud.in f. sanjaykumar.singh@tuv-sud.in g. Pankaj.Narkhede@tuv-sud.in h. Ajit.Yadav@tuv-sud.in			
			xiv.	M/s. IRCLASS Systems and Solutions Private Limited	f. abhishek.singh@irclass.org g. pradeep.bansal@irclass.org h. Asim.Hajwani@irclass.org i. Amit.Ketkar@irclass.org j. industrial_services@irclass.org			
			xv.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	e. contact@gulflloyds.com f. bbhavsar@gulflloyds.com g. inspection@gulflloyds.com h. gulflloyds.india@gmail.com			
			xvi.	M/s. TUV India Private Limited	c. salim@tuv-nord.com d. delhi@tuv_nord.com			
			xvii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	e. Shailesh.Deotale@ind.tuv.com f. ravi.kumar@ind.tuv.com g. rupeshkumar.singh@ind.tuv.com h. Neeraj.Chaturvedi@ind.tuv.com			

		xviii.	M/s. Bureau Veritas (India) Private Limited	l. udit.chopra@bureauveritas.com m. vishal.sapale@bureauveritas.com n. dinesh.sukhramani@bureauveritas.com o. p.sridhar@bureauveritas.com p. hariprasad.jhawar@bureauveritas.com q. amit.shaw@bureauveritas.com r. business.support@bureauveritas.com s. labhanshu.sharma@bureauveritas.com t. pramodkumar.yadav@bureauveritas.com u. sonal.lad@bureauveritas.com v. bvindia.corporate@in.bureauveritas.com			
68	10.2	The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.					
69	10.3	As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.					

70	10.4	<p>The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:</p> <p>(d) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empaneled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.</p> <p>(e) The prospective bidder shall contact any of the empaneled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empaneled third-party agency shall not automatically make the bidder eligible for award of contract.</p> <p>(f) Verification of documents are normally categorized as under:</p> <p>iv General Requirement:</p> <ul style="list-style-type: none"> • 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. 			
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		<p>v Additional Documents : (If applicable against the tender)</p> <ul style="list-style-type: none"> • Joint Ventures Agreements – To cross-check with JV Partners • Consortium Agreements – To cross-check with Consortium Partners • Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern <p>vi Technical Criteria</p> <ul style="list-style-type: none"> • To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender. <p><u>Notes:</u></p> <p>(iii) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.</p> <p>(iv) Undertaking from TPI Agency as per format (Proforma-V) enclosed should be submitted along with the Bid.</p>			
71	11.0	<p><u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.</p>			

*****END OF TENDER DOCUMENT*****