



Oil India Limited
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST. DIBRUGARH,
ASSAM, INDIA, PIN-786 602
FAX: (91)374-2803549

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

FORWARDING LETTER

M/s _____

Subject: IFB No. CDG3620P20 for 'Hiring of Gas Compression services on Build Own and Operate Basis (BOO) for collection of LP Gas in 08 (Eight) installations for a period of 04 (Four) years with provision for extension by another 01 (One) year'.

Dear Sir(s),

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 of Gas Compression services on Build Own and Operate Basis (BOO) for collection of LP Gas in 08 (Eight) installations for a period of 04 (Four) years with provision for extension by another 01 (One) year***'. 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.	:	CDG3620P20
(ii)	Type of Bidding	:	Open Global E - Tender - Single Stage - Two Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in E-Procurement portal.

(iv)	Technical Bid Opening Date & Time	:	As mentioned in E-Procurement portal
(v)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E - Procurement Portal.
(vii)	Bid Opening Place	:	Office of CGM-Contracts Contracts Department, Oil India Limited, Duliajan - 786602, Assam, India.
(viii)	Bid Validity	:	120 (One Hundred Twenty) days from Bid Closing Date.
(ix)	Mobilization Time	:	300 (Three Hundred) days from the date of issue of Letter of award (LOA).
(x)	Bid Security Amount	:	Rs. 60,00,000.00 or (Equivalent USD 83,550).
(xi)	Bid Security Validity	:	31.07.2020
(xii)	Original Bid Security to be submitted	:	Office of CGM-Contracts, Contracts Department, Oil India Limited, Duliajan -786602, Assam, India.
(xiii)	Amount of Performance Security	:	10% of Annualized Contract value.
(xiv)	Validity of Performance Security	:	90 (Ninety) days beyond contract period/duration.
(xv)	Location of job	:	a) Category-I (40,000 SCMD): 1 no. installations in Hatiali area with total compression capacity of 40,000. SCMD having 1 unit of capacity 40,000 SCMD per unit. b) Category-II (20,000 SCMD): 7 nos. installations tentatively in Barekuri, Chabua (HJC), Dikom, Bhogpara, Baghjan, Nadua and Digboi with compression capacity 20,000 SCMD per installation (each installation having 1 unit of capacity 20,000 SCMD per unit).
(xvi)	Duration of the Contract	:	04 (Four) years with provision for extension by another 01 (One) year. During the period of extension, the contract shall be governed by the same rates, terms and conditions.
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer Clause No. 18.0 of General Conditions of Contract.
(xviii)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.

(xix)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
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3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

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

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 is not responsible.

3.4 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

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

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

3.5 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.

3.6 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in**

OIL's E-Procurement site (Help Documentation). For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in/esupport@oilindia.in, Ph.: 0374-2807178/4903.

3.7 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>).

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

4.0 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 **Annexure-E** should be submitted along with the technical bids.
- iv) **ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, contractor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 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) The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. **Bidder should note that no pricing information is furnished in the "Technical**

Attachment" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

- 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 portal. 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 to 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 mentioned in Clause 1.0 of (B) Commercial Evaluation Criteria.**
- viii) The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- ix) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.
- x) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.
- ix) Conditional bids are liable to be rejected at the discretion of the Company.

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

6.0 SCREEN SHOTS

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

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

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

Note:

- * The “Technical Bid” shall contain all techno-commercial details **except the prices**.
- ** The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, 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.

7.0 Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing 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”. As per the existing process, Bidders must upload their pricing as per the “Price Bid” – **Proforma-B** under **“Notes & Attachment”** and additionally to fill up the **on-line field “Total Bid Value”** under Tab Page **“RFx Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

Create RFX Response

[Submit](#) | [Read Only](#) | [Print Preview](#) | [Check](#) | [Technical RFX Response](#) | [Close](#)

RFX Response Number 60038748 RFX Number 1396 Status In Proce
 RFX Owner BHARALI Total Value 0.00 INR

RFX Information | Items | Notes and Att
 Basic Data | Questions | Technical Attachme

Event Parameters

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: ☐

Total Bid Value:

Bidder to select the currency of the Response

"Total Bid Value" is mandatory in "No

"Total Bid Value" considering all the

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 **Proforma-B**.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(UPASANA MALAKAR)
MANAGER CONTRACTS (GLOBAL)
 For **CGM (CONTRACTS)**
 For **RESIDENT CHIEF EXECUTIVE**

Date: 24.01.2020

PART – 1

INSTRUCTIONS TO BIDDERS

1.0 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 BIDDING DOCUMENTS

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

- a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (ii) Bid opening date and time
 - (iii) Bid submission Mode
 - (iv) Bid opening place
 - (v) Bid validity & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
- b) Instructions to Bidders, (Part-1)
- c) BEC/BRC, (Part-2)
- d) General Conditions of Contract, (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) Authorization for Attending Bid Opening, (Proforma-I)
- q) Integrity Pact, (Annexure-V)
- r) Format of Agreement between bidder and their parent company/100% Subsidiary company, (Annexure-VI(a)), Parent company/Subsidiary company Guarantee (Annexure-VI(b)), Corporate Guarantee of parent/ultimate Parent/Holding company (Annexure-VI(c))
- s) Form of Performance Bank Guarantee for Ultimate Parent/Supporting Company (Annexure-VI(d))
- t) Proforma for deployment of key personnel for 50% of Contract Period, (Annexure-VII)
- u) Proforma for Bio-Data of Manpower, (Annexure-VIII)
- v) Proforma undertaking from Contractor's Personnel, (Annexure-IX)
- w) Safety Measures, (Annexure-X)

- x) Proforma of Bank Guarantee towards PP-LC (Annexure-XI)
- y) Undertaking of authenticity of information/documents submitted as per Annexure-E
- z) Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG (Annexure-XII)
- aa) PP-Policy revised (Annexure-AA) (uploaded as separate attachment)
- bb) Commercial Checklist (Annexure-BB)

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid without seeking any clarifications.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

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

4.0 AMENDMENT OF BIDDING 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.

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 External Area 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 authorized Agents in India, if any.

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

(A) UN-PRICED TECHNO-COMMERCIAL BID (to be uploaded in "Technical Attachments" tab)

- (i) Complete technical details of the services offered.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C.
- (v) Statement of Non-compliance as per Proforma-D
- (vi) Proforma-A: List of items to be imported without the CIF values.
- (vii) Copy of Priced Bid **without indicating prices** (Proforma-B).
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-V attached with the bid document to be digitally signed by the bidder.
- (ix) All other Proformas and Annexures.

Note: Please note that, price should not be mentioned in the "Technical Attachments" tab.

(B) PRICED 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**:

- (i) Price-Bid Format as per Proforma-B
- (ii) Bid Form as per Proforma-C
- (iii) Proforma-A showing the items to be imported with the CIF values.

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

7.0 BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

8.0 BID PRICE:

8.1 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 Pricing format.

8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

8.3 All duties (except basic customs duty which will be borne by the Company)

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. 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.

9.0 CURRENCIES OF BID AND PAYMENT:

9.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.

9.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

11.0 BID SECURITY:

11.1 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 11.9.

11.2 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 the OIL's prescribed format as Bank Guarantee (BG) 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 Bank in India at the request of some

other Non-Scheduled Bank of India shall not be acceptable.

The Bank Guarantee/LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

11.3 Bidders can submit Bid Security online through OIL's electronic Payment Gateway.

11.4 Any bid not secured in accordance with **Sub-Clause 11.2** above shall be rejected by the Company as non-responsive.

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

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

11.7 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 29.0** below is furnished.

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

11.9 The Bid Security may be forfeited:

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

11.10 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 **02 (Two)** years.

11.11 The scanned copy of the original Bid Security 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.

11.12 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.

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

The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. CDG3620P20 to HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The Bank details are as under:

	Bank Details of Beneficiary	
A	Bank Name	HDFC BANK LTD
B	Branch Name	DULIAJAN
C	Branch Address	Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602
D	Banker Account No.	21182320000016
E	Type of Account	Current Account
F	IFSC Code	HDFC0002118
G	MICR Code	786240302
H	SWIFT Code	HDFCINBBCAL

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

12.2 If the bidder is a Micro or Small Enterprises (MSE) 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, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items/Services for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as

MSE owned by SC/ST entrepreneur should also be enclosed.

13.0 PERIOD OF VALIDITY OF BIDS:

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

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

14.0 SIGNING OF BIDS:

14.1 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 "Organization Name" field other than Bidder's Name are not acceptable. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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 15.1 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.

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

14.3 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 initialled by the person or persons who has/have digitally signed the Bid.

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

15.0 SUBMISSION OF BIDS:

15.1 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 Proformas (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 super scribing 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:

- i) The Original Bid Security along with 01 (One) copy.
- ii) Printed catalogue and literature if called for in the bid document.
- iii) Power of Attorney for signing of the bid digitally.
- iv) 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.

15.2 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.

15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

15.4 Bids received through the E-Procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

16.0 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.

17.0 DEADLINE FOR SUBMISSION OF BIDS:

17.1 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.

17.2 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.

17.3 The documents in physical form as stated in **Para 15.1** 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.

18.0 LATE BIDS:

Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form

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.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.

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

19.3 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.

20.0 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.

21.0 BID OPENING AND EVALUATION:

21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter or E-Portal. However, an authorization letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

21.2 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.

21.3 Bids which have been withdrawn pursuant to clause 19.0 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.

21.4 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.

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.

21.5 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

21.6 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

22.0 OPENING OF PRICED BIDS:

22.1 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.

22.2 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.

22.3 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.

23.0 CONVERSION TO SINGLE CURRENCY:

While evaluating the bids, the B.C. selling market rate of exchange declared by State Bank of India, Kolkata CAG branch on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

24.0 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.

24.1 DISCOUNTS/REBATES: Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

24.2 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.

24.3 LOADING OF FOREIGN EXCHANGE: There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

24.4 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.

24.5 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.

25.0 CONTACTING THE COMPANY:

25.1 Except as otherwise provided in **Clause 21.0** 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 21.6**.

25.2 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.

D. AWARD OF CONTRACT

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

27.0 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.

28.0 NOTIFICATION OF AWARD:

28.1 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.

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

28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 29.0** below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

29.0 PERFORMANCE SECURITY:

29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from:

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic 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.
- 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 Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

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

- a) Full address.
- b) Branch Code.
- c) Code Nos. of the authorized signatory with full name and designation.
- d) Phone Nos., Fax Nos., E-mail address.

The domestic bidders 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. The foreign bidder 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.

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

29.2 The Performance Security specified above must be valid for 3 (three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

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

29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 02 (Two) years from the date of default.

30.0 SIGNING OF CONTRACT:

30.1 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.

30.2 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.

30.3 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 02 (Two) years from the date of default.

31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS: If it is found that a bidder/contractor has furnished fraudulent information/documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 03 (Three) years from the date of detection of such fraudulent act besides the legal action.

32.0 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.

33.0 MOBILISATION ADVANCE PAYMENT:

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

33.2 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 02 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

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

34.0 INTEGRITY PACT:

34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-V** 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.**

34.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd), Shri Jagmohan Garg, Ex-Vigilance Commissioner and Shri Rudhra Gangadharan, IAS(Retd.) as Independent Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

- a. Shri Rajiv Mathur, IPS (Retd), Former Director, IB, Govt. of India;
E-mail id: rajivmathur23@gmail.com
- b. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC
E-Mail id: jagmohan.garg@gmail.com
- c. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail id: rudhra.gangadharan@gmail.com

35.0 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.

36.0 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.

37.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter No. O-20013/2/2017-FP-PNG dated 07.10.2019 (attached as Annexure-AA) of MoPNG.

37.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

37.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) - revised shall be required to meet/exceed the target of Local Content (LC) of **40%**

37.2.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

“We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____. The percentage of local content in the bid is _____ %.”

37.2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such

Statutory Auditor.

“We_____the statutory auditor of M/s_____(name of the bidder) hereby certify that M/s_____(name of the bidder) meet the mandatory Local Content requirements of the Services i.e.____ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No._____ dated _____against OIL tender No._____ by M/s____ (Name of the bidder). The percentage of local content in the bid is _____%.”

Note:

- a. In case of a foreign bidder, certificate (with regard to the fulfillment of minimum mandatory local content requirement) from Statutory Auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint Statutory Auditors or cost auditors, certificate from a practicing Chartered Accountant in India or practicing cost accountant in India shall also be acceptable.**
- b. In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.**

37.2.3 At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as Proforma-BB (PP-LC) of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

37.3 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non-Local Content (NLC) L1 bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

37.3.1 Only those LC bidders whose bids are within 10% of the NLC/NMSE L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

37.4 Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC/NMSE L1 price. The remaining will be awarded to L1 (i.e. NLC/NMSE bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

37.4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

37.4.2 When the tendered goods/services cannot be divided in the exact ratio of 50%/50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

37.5 The tendered quantity is not splittable/non-dividable/cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

37.6 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide Letter No. **O-20013/2/2017-FP-PNG dated 07.10.2019**.

37.7 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

37.8 Determination of LC:

37.8.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

37.8.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and General service cost, excluding profit, company overhead cost, taxes and duties.

37.8.3 The criteria for determination of cost of local content in the service shall be as under:

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

37.8.4 Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

37.9 Calculation of LC and Reporting:

37.9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

37.9.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

37.10 Certification and Verification:

37.10.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

37.10.1.1 At bidding stage:

a) Price Break-up

- (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 37.2.3.
- (ii) Bidder must have LC in excess of the specified requirement.

b) Undertaking by the bidder

- i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. 37.2, such undertaking shall become a part of the contract.
- ii. Bidder shall also submit the list of items/services to be procured from Indian manufacturers/service providers.

c) Statutory Auditor’s Certificate

In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content as per clause 37.2.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office

or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant in India or practicing chartered accountant in India giving the percentage of local content is also acceptable.

37.10.1.2 After Contract Award

- a) The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- b) In the case of procurement cases with the value less than Rs. 10 crore (Rupees Ten Crore), the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.
- c) However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant in India or practicing chartered accountant in India giving the percentage of local content is also acceptable.

37.10.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

37.10.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

37.10.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

37.10.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

37.11 Sanctions:

37.11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

37.11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

37.11.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/successful bidder.

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

37.11.5 In pursuance of the clause No. 37.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Annexure-XI) equivalent to the amount of PBG.

END OF PART - 1

PART-2

- I. BID EVALUATION CRITERIA (BEC):** The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the Techno-commercial Bid.

- 1.0 TECHNICAL EVALUATION CRITERIA:** The following minimum BEC criteria should be met by the Bidder failing which their bid/offer shall be rejected:

- 1.1.1 Bid should be complete covering all the Scope of Work laid down in the tender document and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/literatures wherever required. Incomplete and non-conforming bids will be rejected outright.

- 1.2 **EXPERIENCE CRITERIA:** The bidder must have experience of successful installation, operation and maintenance of Natural Gas Compressor Packages of capacity not less than 20,000 SCMD (Standard Cubic Meter per Day) for minimum one year during the last 07 (Seven) years reckoned from the original bid closing date of this tender.

- 1.2.1 **Notes to BEC Clause no. 1.2 above:**

In support of the experience criteria of 1.0, 1.2 above, the bidder must furnish the following documentary evidences self-certified, in the form of:

- a. Copies of Relevant pages of the contract document showing Contract Number, Period of contract and Scope of work etc.
- b. Copies of Completion Certificate(s) of experience (from the client(s) to whom Compression services were rendered by the bidder) shall have to be submitted along with the bid in the organizational letter pad of the client (whose job was executed by the bidder) during the last 07 (Seven) years reckoned from the original bid closing date of this tender specifying the following:
 - i. Brief description of work
 - ii. Gross value
 - iii. Contract period (in months)
 - iv. Actual completion period (in months)
 - v. Year of completion

NOTE: Only LOI (Letter of Intent)/LOA (Letter of Award), Work Order copy shall not be acceptable.

- c. The bidder shall submit an undertaking clearly specifying that Vintage of major equipment's of the compressor packages such as Gas Compressor and the Prime Mover which shall be used for this contract, shall not be more than 05 (Five) years old as on the Original Bid Closing Date of the Tender. In case of used/old compressor packages where only year of manufacture is available without date/month, then the undertaking shall declare that major equipment like Gas Compressor and Prime Mover shall not be manufactured before the year 2014.

1.3 **BID FROM INDIAN COMPANY/INDIAN JOINT VENTURE COMPANY WITH TECHNICAL COLLABORATION/JOINT VENTURE PARTNER:**

In case, the bidder is an Indian Company/Indian Joint Venture Company who does not meet the experience criteria as per Clause No. 1.2 above, may also bid on the strength of Technical Collaborator/Joint Venture Partner provided all the following criteria are complied:

- a. The primary bidder shall have the experience of successfully completing at least 01 (One) no. of contract for Turn-key Services either of the followings:
- i) Successfully Supplying, Commissioning & Testing of Oil/Gas Well production during the last 07 (Seven) years prior to the original Bid Closing Date of this tender.
 - or
 - ii) Construction, Operation & Maintenance of Oil Collecting Station/Gas Collecting Station/Water Injection Station during the last 07 (Seven) years prior to the original Bid Closing Date of this tender.

In support of the experience, the bidder shall submit documentary evidences as per Clause No. 1.2.1 above.

- b. The primary bidder shall meet the Financial Criteria mentioned in Clause No. 2.0 below.
- c. The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria 1.2 above. The experience of the Technical Collaborator/Joint Venture with partnering with other firms will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per Clause No. 1.2.1 above.

- 1.4 Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator/joint venture **partner clearly indicating their roles and responsibilities under the scope of work** which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.

1.5 **BID FROM CONSORTIUM OF COMPANIES:**

In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

- a) The Leader of the consortium shall satisfy the minimum experience requirement as per Clause No. 1.2 or Clause No. 1.3 a. above.
- b) If the Leader of the consortium meets the Clause No. 1.3 a. above but does not meet the requirement as per Clause No. 1.2 above, then any of the consortium members shall individually meet Clause No. 1.2 above.
- c) The consortium members shall have to meet the financial criterion mentioned in Clause No. 2.0 below.
- d) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly executed-by the authorized executives of the consortium members and Notarized, must accompany the bid which should clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:
 - i) Only the Leader of the consortium shall register in the e-tender portal and submit bid on behalf of the consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
 - ii) 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 name & address of consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the consortium.
 - iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.

- iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.
- v) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- vi) 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 offer.
- vii) Documents/details submitted with the bidding document pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.
- viii) 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.
- ix) 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.

1.6 Bidder(s) quoting in Collaboration/joint venture Partnership/Consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected.

1.7 ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.2 above and Financial Criteria in Clause No. 2.0 below can also be considered provided the Bidder is a subsidiary company of the parent company **[supporting company]** in which the parent company has 100% stake **or** parent company can also be considered on the strength of its 100% subsidiary **[supporting company]**. However, the parent/subsidiary company of the Bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-sub subsidiary company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary company is 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 an Agreement (as per format enclosed as **Annexure-VI (a)**) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **Annexure-VI (b)**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.

In both the situations mentioned 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 at Annexure-VI(d)), 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.

Note: In case Supporting company fails to submit Performance Bank Guarantee as per (i) above, Bid Security submitted by the bidder shall be forfeited.

- 1.8 Bidders quoting on the technical strength of Technical Collaborator/Subsidiary/Parent company experience/Joint Venture Partner experience (who qualifies the Technical requirement as per the tender qualifying criteria) 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 **Annexure-VII** in this respect to be submitted as part of technical bid.

1.9 **MOBILISATION TIME:**

The bidders must confirm their compliance in their “Technical” bid to complete the commissioning of the compression services within 300 (Three Hundred) days from the date of issue of Letter of award (LOA). Offers without confirmation of stipulated mobilization time/commissioning time or with commissioning time more than 300 days will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.

2.0 FINANCIAL EVALUATION CRITERIA:

- 2.1 The bidder shall have an annual financial turnover of minimum **Rs. 9.13 Crore** (or equivalent **1.27 million USD**) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.
- 2.2 In case of Consortium of companies, any member of the Consortium shall have an annual financial turnover of minimum **Rs. 9.13 Crore** (or equivalent **1.27 million USD**) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date and other member(s) of the consortium shall have an annual financial turnover of minimum **Rs. 4.56 Crore** (or equivalent **0.64 million USD**) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Borrowing support from parent/supporting company is not allowed to meet the financial criteria.
- 2.3 "**Net worth** of bidder should be **Rs. 2.74 Crores** (or equivalent **0.38 million USD**) as per immediate preceding audited financial year result.

2.4 Working Capital:

The Bidder should have minimum working capital equal to **Rs. 2.74 Crores** (or equivalent **0.38 million USD**) as per immediate preceding audited financial year result.

In addition to above the bidder should submit a financial resource/cash flow plan for execution of this contract.

Note: Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.

- 2.5 **Debt equity ratio:** Debt equity ratio of the bidder should not be more than 2:1. Debt equity ratio shall mean long term borrowings/Net-worth.

Note: In case the financial statements submitted by the bidder are in currencies other than INR, BC selling rate declared by State Bank of India CAG Branch, Kolkata prevailing on one day prior to bid closing date shall be considered for converting it into INR.

- 2.6 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 and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the Balance Sheet/Financial Statements

for the financial year (as the case may be) has actually not been audited as on the Original bid closing date as per format.

NOTE:

- (a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:
 - i) 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 **ANNEXURE-B to BEC**
OR
 - ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- (b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

2.7 In case the bidder is a subsidiary company (should be a 100% 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, then following documents need to be submitted along with the technical bid:

- (i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.
- (ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as **Annexure-VI(c)**) by the authorized officials.
- (iii) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
- (iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.

2.8 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.

3.0 COMMERCIAL EVALUATION CRITERIA:

- 3.1 Bids shall be submitted under Single Stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **"Technical Attachments" 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.
- 3.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.3 Bids should be valid for 120 (One Hundred Twenty) days from the date of technical bid opening. Bids with shorter validity will be rejected as being non-responsive.
- 3.4 Bid Security in Original (**Rs. 60,00,000.00** or **USD 83,550**) shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. Bid without proper & valid Bid Security will be rejected.
- 3.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 3.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 3.7 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.
- 3.8 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.
- 3.9 Any Bid containing false statement will be rejected.
- 3.10 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.

- 3.11 Bidders shall quote directly and not through their Agent/Representative /Retainer/Associate in India. Bids submitted by Indian Agent/Representative /Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- 3.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:
- i) Performance Security Clause
 - ii) Taxes Clause
 - iii) Insurance Clause
 - iv) Force Majeure Clause
 - v) Termination Clause
 - vi) Arbitration Clause
 - vii) Liability Clause
 - viii) Withholding Clause
 - ix) Liquidated damages Clause
 - x) Firm price
 - xi) EMD/Bid bond
 - xii) Integrity Pact

4.0 PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to Bid Evaluation Criteria will be considered for further evaluation as per the Price Evaluation Criteria given below:

- 4.1 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.
- 4.2 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. However, if the time lag between the opening of the bids and final decision exceeds 03 (Three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4.3 The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.
- 4.4 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**.

- 4.5 The quantities shown against each item in the “Price Bid Format (i.e. in Proforma-B)” shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 4.6 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** as per 'Proforma-B'.

5.0 GENERAL:

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 **CUSTOMS DUTY:** The Tools and the Services under this Contract shall be carried out for petroleum operation under nominated blocks or NELP/other eligible blocks and therefore, Customs Duty is not payable as per the policy of the Govt. of India. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.
- 5.4.1 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 @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.
- 5.4.2 Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

6.0 PURCHASE PREFERENCE CLAUSE:

Purchase Preference to Micro and Small Enterprises registered with District Industry Centres 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.

- 6.1 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 6.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- 6.3 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

6.4 **DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:**

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres 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. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

- 6.5 Purchase preference Policy (linked with Local Content) (PP-LC)
 - 6.5.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. 20013/2/2017-FP-PNG dated 07.10.2019 of MoP&NG and subsequent amendments shall be applicable in this tender (Annexure- XII enclosed).
 - 6.5.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings/documents applicable for this policy.

7.0 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.

8.0 CHECKLIST FOR BEC: This is enclosed as ***Annexure- A to BEC.***

CHECKLIST FOR BEC**Annexure- A to BEC**

Bidders to mark (√) **Provided** or **Not Provided** along with the Reference File No. and page No. whichever is applicable

Clause No.	Description	Reference File No. and Page No. of Bidder's Quote	Provided	Not Provided
I.	The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the Techno-commercial Bid.			
1.0	<u>TECHNICAL EVALUATION CRITERIA:</u> The following minimum BEC criteria should be met by the Bidder failing which their bid/offer shall be rejected:			
1.1	Bid should be complete covering all the Scope of Work laid down in the tender document and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/literatures wherever required. Incomplete and non-conforming bids will be rejected outright.			
1.2	<u>EXPERIENCE CRITERIA:</u> The bidder must have experience of successful installation, operation and maintenance of Natural Gas Compressor Packages of capacity not less than 20,000 SCMD (Standard Cubic Meter per Day) for minimum one year during the last 07 (Seven) years reckoned from the original bid closing date of this tender.			
1.2.1	<u>Note to BEC Clause no. 1.2 above:</u> In support of the experience criteria of 1.0, 1.2 above, the bidder must furnish the following			

	<p>documentary evidences self-certified, in the form of:</p> <ol style="list-style-type: none"> Copies of Relevant pages of the contract document showing Contract Number, Period of contract and Scope of work etc. Copies of Completion Certificate(s) of experience (from the client(s) to whom Compression services were rendered by the bidder) shall have to be submitted along with the bid in the organizational letter pad of the client (whose job was executed by the bidder) during the last 07 (Seven) years reckoned from the original bid closing date of this tender specifying the following: <ol style="list-style-type: none"> Brief description of work Gross value Contract period (in months) Actual completion period (in months) Year of completion <p>NOTE: Only LOI (Letter of Intent)/LOA (Letter of Award), Work Order copy shall not acceptable.</p> <ol style="list-style-type: none"> The bidder shall submit an undertaking clearly specifying that Vintage of major equipment's of the compressor packages such as Gas Compressor and the Prime Mover which shall be used for this contract, shall not be more than 05 (Five) years old as on the Original Bid Closing Date of the Tender. In case of used/old compressor packages where only year of manufacture is available without date/month, then the undertaking shall declare that major equipment like Gas Compressor and Prime Mover shall not be manufactured before the year 2014. 			
1.3	<p><u>BID FROM INDIAN COMPANY/INDIAN JOINT VENTURE COMPANY WITH TECHNICAL COLLABORATION/JOINT VENTURE PARTNER:</u></p> <p>In case, the bidder is an Indian Company/Indian Joint Venture Company who does not meet the experience criteria as per Clause No. 1.2 above, may also bid on the strength of Technical Collaborator/Joint</p>			

	<p>Venture Partner provided all the following criteria are complied:</p> <p>a. The primary bidder shall have the experience of successfully completing at least 01 (One) no. of contract for Turn-key Services either of the followings:</p> <p>i) Successfully Supplying, Commissioning & Testing of Oil/Gas Well production during the last 07 (Seven) years prior to the original Bid Closing Date of this tender.</p> <p>or</p> <p>ii) Construction, Operation & Maintenance of Oil Collecting Station/Gas Collecting Station/Water Injection Station during the last 07 (Seven) years prior to the original Bid Closing Date of this tender.</p> <p>In support of the experience, the bidder shall submit documentary evidences as per Clause No. 1.2.1 above.</p> <p>b. The primary bidder shall meet the Financial Criteria mentioned in Clause No. 2.0 below.</p> <p>c. The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria 1.2 above. The experience of the Technical Collaborator/Joint Venture with partnering with other firms will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per Clause No. 1.2.1 above.</p> <p>1.4 Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator/joint venture <u>partner clearly indicating their roles</u> and responsibilities <u>under the scope of work</u> which shall be addressed to OIL and shall remain valid and binding for the contract period under this</p>			
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	tender.			
1.5	<p><u>BID FROM CONSORTIUM OF COMPANIES:</u></p> <p>In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:</p> <p>a) The Leader of the consortium shall satisfy the minimum experience requirement as per Clause No. 1.2 or Clause No. 1.3 a. above.</p> <p>b) If the Leader of the consortium meets the Clause No. 1.3 a. above but does not meet the requirement as per Clause No. 1.2 above, then any of the consortium members shall individually meet Clause No. 1.2 above.</p> <p>c) The consortium members shall have to meet the financial criterion mentioned in Clause No. 2.0 below.</p> <p>d) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly executed-by the authorized Executives of the consortium members and Notarized must accompany the bid which should clearly defining the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:</p> <p>i) Only the Leader of the consortium</p>			

	<p>shall register in the e-tender portal and submit bid on behalf of the consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.</p> <p>ii) 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 name & address of consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the consortium.</p> <p>iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.</p> <p>iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.</p> <p>v) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.</p> <p>vi) 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 offer.</p> <p>vii) Documents/details submitted with the bidding document pertaining to qualification must be furnished by each partner/member of consortium</p>			
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	<p>and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.</p> <p>viii) 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 severely.</p> <p>ix) 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> <p>1.6 Bidder(s) quoting in Collaboration/joint venture Partnership/Consortium with any firm are not allowed to quote separately /independently against this tender. The collaborator is also not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected.</p>			
1.7	<p><u>ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</u></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.2 above and Financial Criteria in Clause No. 2.0 below can also be considered provided the Bidder is a subsidiary company of the parent company [supporting company] in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary [supporting company]. However, the parent/subsidiary company of the Bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary company is dependent upon</p>			

	<p>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 an Agreement (as per format enclosed as Annexure-VI (a)) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as Annexure-VI (b)) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.</p> <p>In both the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:</p> <p>(i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at Annexure-VI(d)), 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>(ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p>Note: In case <u>Supporting company</u> fails to submit Performance Bank Guarantee as per (i)</p>			
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	<p>above, Bid Security submitted by the bidder shall be forfeited.</p> <p>1.8 Bidders quoting on the technical strength of Technical Collaborator/Subsidiary/Parent company experience/Joint Venture Partner experience (who qualifies the Technical requirement as per the tender qualifying criteria) 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 Annexure-VII in this respect to be submitted as part of technical bid.</p>			
1.8	<p>Bidders quoting on the technical strength of Technical Collaborator/Subsidiary/Parent company experience/Joint Venture Partner experience (who qualifies the Technical requirement as per the tender qualifying criteria) 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 Annexure-VII in this respect to be submitted as part of technical bid.</p>			
1.9	<p>The bidders must confirm their compliance in their “Technical” bid to complete the commissioning of the compression services within 300 (Three Hundred) days from the date of issue of Letter of award (LOA). Offers without confirmation of stipulated mobilization time /commissioning time or with commissioning time more than 300 days will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.</p>			
2.0	<u>FINANCIAL EVALUATION CRITERIA:</u>			
2.1	<p>The bidder shall have an annual financial turnover of minimum Rs. 9.13 Crore (or equivalent 1.27 million USD) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.</p>			
2.2	<p>In case of Consortium of companies, any member of the Consortium shall have an annual financial turnover of minimum Rs. 9.13 Crore (or equivalent 1.27 million USD) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date and other member(s) of the consortium shall have an annual financial turnover of minimum Rs. 4.56 Crore (or</p>			

	equivalent 0.64 million USD) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Borrowing support from parent/supporting company is not allowed to meet the financial criteria.			
2.3	" Net worth of bidder should be Rs. 2.74 Crores (or equivalent 0.38 million USD) as per immediate preceding audited financial year result.			
2.4	<p>Working Capital:</p> <p>The Bidder should have minimum working capital equal to Rs. 2.74 Crores (or equivalent 0.38 million USD) as per immediate preceding audited financial year result.</p> <p>In addition to above the bidder should submit a financial resource/cash flow plan for execution of this contract.</p> <p>Note: Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.</p>			
2.5	<p>Debt equity ratio: Debt equity ratio of the bidder should not be more than 2:1. Debt equity ratio shall mean long term borrowings/Net-worth.</p> <p>Note: In case the financial statements submitted by the bidder are in currencies other than INR, BC selling rate declared by State Bank of India CAG Branch, Kolkata prevailing on one day prior to bid closing date shall be considered for converting it into INR.</p>			
2.6	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 and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder			

	<p>has to submit an affidavit/undertaking certifying that the Balance Sheet/Financial Statements for the financial year (as the case may be) has actually not been audited as on the Original bid closing date as per format.</p> <p><u>NOTE:</u></p> <p>(a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:</p> <p>i) 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 ANNEXURE-B to BEC</p> <p style="text-align: center;">OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</p> <p>(b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central /State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>			
2.7	<p>In case the bidder is a subsidiary company (should be a 100% 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, then following documents need to be submitted along with the technical bid:</p> <p>(i) Audited Balance Sheet and Profit Loss</p>			

	<p>Account of the parent/ultimate parent/holding company.</p> <p>(ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as Annexure-VI(c)) by the authorized officials.</p> <p>(iii) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.</p> <p>(iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.</p>			
2.8	<p>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.</p> <p>NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.</p>			
3.0	<p><u>COMMERCIAL EVALUATION CRITERIA:</u></p> <p>3.1 Bids shall be submitted under Single Stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL’s e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in “Technical Attachments” 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.</p> <p>3.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.</p> <p>3.3 Bids should be valid for 120 (One Hundred Twenty) days from the date of technical bid opening. Bids with shorter validity will be</p>			

	<p>rejected as being non-responsive.</p> <p>3.4 Bid Security in Original (Rs. 60,00,000.00 or USD 83,550) shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. Bid without proper & valid Bid Security will be rejected.</p> <p>3.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.</p> <p>3.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.</p> <p>3.7 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.</p> <p>3.8 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.</p> <p>3.9 Any Bid containing false statement will be rejected.</p> <p>3.10 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.</p>			
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	<p>3.11 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.</p> <p>3.12 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) Performance Security Clause ii) Taxes Clause iii) Insurance Clause iv) Force Majeure Clause v) Termination Clause vi) Arbitration Clause vii) Liability Clause viii) Withholding Clause ix) Liquidated damages Clause x) Firm price xi) EMD/Bid bond xii) Integrity Pact 			
4.0	<p><u>PRICE EVALUATION CRITERIA:</u></p> <p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to Bid Evaluation Criteria will be considered for further evaluation as per the Price Evaluation Criteria given below:</p> <p>4.1 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.</p> <p>4.2 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. However, if the time lag between the opening of the bids and</p>			

	<p>final decision exceeds 03 (Three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.</p> <p>4.3 The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.</p> <p>4.4 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.</p> <p>4.5 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.</p> <p>4.6 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format as per 'Proforma-B'.</p>			
5.0	<p><u>GENERAL:</u></p> <p>5.1 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.</p> <p>5.2 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,</p>			

	<p>failing which the offer will be summarily rejected.</p> <p>5.3 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.</p> <p>5.4 <u>CUSTOMS DUTY:</u> The Tools and the Services under this Contract shall be carried out for petroleum operation under nominated blocks or NELP/other eligible blocks and therefore, Customs Duty is not payable as per the policy of the Govt. of India. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.</p> <p>5.4.1 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 @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.</p> <p>5.4.2 Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.</p>			
6.0	<p><u>PURCHASE PREFERENCE CLAUSE:</u></p> <p>Purchase Preference to Micro and Small Enterprises registered with District Industry Centres 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.</p> <p>6.1 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p>			

	<p>6.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>6.3 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.</p> <p>6.4 <u>DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:</u></p> <p>Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres 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. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.</p> <p>6.5 Purchase preference Policy (linked with Local Content) (PP-LC)</p> <p>6.5.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. 20013/2/2017-FP-PNG dated 07.10.2019 of MoP&NG and subsequent amendments shall be applicable in this tender (<i>Annexure- XII enclosed</i>).</p> <p>6.5.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all</p>			
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	undertakings/documents applicable for this policy.			
6.0	<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.			

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTICING **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 (Rs.) Crores/ US \$ Million)	NET WORTH In INR (Rs.) Crores/ US \$ Million)

*Rate of Conversion (if used any): USD 1.00 = INR.....

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

PART-3

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means 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 wanton 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.
- (i) "Willful Misconduct" means 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.

2.0 EFFECTIVE DATE, MOBILISATION TIME/DE-MOBILIZATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

2.1 **EFFECTIVE DATE OF CONTRACT:** The Contract shall become effective from

the Date Company notifies the Contractor in writing (through Letter of Award) that it has been awarded the Contract. This date of issue of LOA shall be treated as the Effective Date of the Contract.

2.2 **MOBILISATION TIME:** The mobilization of equipment, personnel etc. should be completed by Contractor within 300 (Three Hundred) days from the date of issue of Letter of award (LOA). Mobilization shall be deemed to be completed when Contractor's all equipment and manpower are placed at the nominated site and in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative. Within the contracted period, there may be possibility of increase in gas availability at any location which may warrant the Vendor to source and install additional compressor units with prior notice from OIL. Additional compressor shall be either of Category-I or II or both. In no case additional requirement shall be more than 2 units in total (either of Category-I or II or both). The Vendor shall mobilize the same within 210 days effective from issue of LoA for additional unit by OIL.

2.3 **DATE OF COMMENCEMENT OF OPERATION:** Date, on which the mobilization (manpower along with equipment & accessories) to the nominated site is completed and ready to undertake operation by Contractor in all respects, shall be treated as Date of Commencement of operation.

2.4 **DURATION OF CONTRACT:** The duration of the contract shall be for a period of 04 (Four) years from the commencement of operation with a provision for extension by another 01 (One) year. During the period of extension, the contract shall be governed by the same rates, terms and conditions.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR: Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Terms of Reference (Section II) in most economic and cost effective manner.

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour as required to perform the work.

3.3 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.

3.4 Contractors shall be deemed to have satisfied themselves before submitting their bids 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 in so far as otherwise provided, cover all its obligations under the contract.

3.5 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.

4.0 GENERAL OBLIGATIONS OF THE COMPANY: Company shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract.

4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of Company by the terms of the contract.

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

5.1 Contractor will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove within 10 (Ten) days for personnel of Indian origin and 21 (Twenty One) days for foreign residents, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Duliajan, enroute boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard. Successful Contractor shall have to arrange lodging, boarding and local transport during entire period of the project. The Contractor shall establish an office at Duliajan, Assam and maintain for entire period of the contract.

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

6.0 WARRANTY AND REMEDY OF DEFECTS:

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/Contractor field practices and in conformity with all specifications and standards 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.

6.2 Should Company discover at any time during the tenure of the Contract or till such time the Contractor's Equipment are in the base camp designated by OIL after issuance of demobilization notice/expiry of contract 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.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

7.1 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 so far, 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:

a) which is 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) which is 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.

7.2 Contractor shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract.

7.3 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.

7.4 During this 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 shall 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.

7.5 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;

8.0 TAXES:

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

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

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

8.4 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, if required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

8.5 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.

8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

9.0 GOODS AND SERVICES TAX

9.1 GENERAL REMARKS ON TAXES & DUTIES:

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.

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

9.3 “**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.

9.4 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.

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

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

9.6.1 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.

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

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

9.7.1 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.

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

9.8 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.

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

9.10 **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**.

9.11 **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.

9.12 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.

9.13 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.

9.14 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.

9.15 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.

9.16 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.

9.17 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.

9.18 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.

9.19 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.

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

9.21 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.

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.

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.

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.

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

9.22 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.

9.23 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.

9.24 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.

9.25 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.

9.26 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;
- 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 authorized representative.

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

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) 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.

9.27 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.

9.27.1 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.

10.0 INSURANCE:

10.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its subcontractor, Contractor may self-insure the same.

10.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General 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.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except

when tools/equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/equipment.

e) 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 as governed by Indian Insurance regulations.

f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.

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

10.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

10.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

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

10.7 All insurance taken out by Contractor or 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.

10.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

11.0 CHANGES:

11.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

11.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change on a basis

for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 14 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

12.0 FORCE MAJEURE:

12.1 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 for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

12.2 Upon occurrence of such cause and upon its termination, the party alleging 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.

12.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days [if applicable]. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond 30 (Thirty) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of 15 (Fifteen) days force majeure period unless otherwise agreed to.

13.0 TERMINATION:

13.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contractor the extension period, if exercised by Company under the provision of the Contract.

13.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.

13.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator 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, 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.

13.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the 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.

13.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & 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 consent, the Company may at its absolute discretion, terminate this Contract.

13.6 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 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.

13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 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 including the De-mob cost, if any.

13.8 **CONSEQUENCES 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.

13.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

13.10 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.

14.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

14.1 Arbitration (Applicable for Suppliers/Contractors other than PSU):

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:

1. 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.

2. 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
UptoRs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. 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.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. 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.

6. Parties agree that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
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UptoRs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. 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.

9. 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, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

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

12. 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.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, 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.

The venue of all arbitrations under both **14.1 & 14.2** will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

15.0 NOTICES:

15.1 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

a) **For contractual matters**

CGM (Contracts)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Fax No. 91-374-2803549
Email: contracts@oilindia.in

b) **For technical matters**

CGM [GMS)
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India
Ph. No. 0374-280-6400
Email.: siddhartha@oilindia.in

c) **Contractor**

Fax No. :

15.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

16.0 SUBCONTRACTING/ASSIGNMENT:

16.1 Contractor shall not subcontract, transfer or assign the contract, in full 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 approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

16.2 If against an order placed by OIL, successful bidder(s) (other than Micro/Small Enterprise) is procuring materials/services from their sub-Contractor 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.

17.0 MISCELLANEOUS PROVISIONS:

17.1 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.

17.2 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.

17.3 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.

17.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

18.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

18.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages applicable unit wise, i.e., at the rate of 0.5% of the total contract value per unit per week or part thereof of delay subject to maximum of 7.5% of the total contract value. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of commencement of Operation as defined in Clause No. 2.0 of Section - I.

18.2 If the Contractor fails to mobilize within the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

18.3 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/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

19.0 PERFORMANCE SECURITY: The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of the Annualized Contract Value) with validity of 90 (Ninety) days beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably

extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

20.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's engineer/personnel will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.

21.0 LABOUR: The recruitment of the labor shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the laborers should conform to the provisions of labor laws as per contract Labor (Regulation and Abolition) Act, 1970.

22.0 LIABILITY:

22.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment 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. 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.

22.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-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.

22.3 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.

22.4 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.

22.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or 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.

22.6 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.

22.7 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.

22.8 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.

23.0 LIMITATION OF LIABILITY: Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or Criminal Acts,

(a) 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.

(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 Annualized Contract Price, 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.

24.0 INDEMNITY AGREEMENT:

24.1 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 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.

24.2 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 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.

25.0 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.

26.0 SET-OFF: Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract 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).

27.0 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:

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced

- savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five 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.

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

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorized imports.

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

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

28.0 APPLICABLE LAW:

28.1 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 exclusive jurisdiction of Courts situated in Dibrugarh/Guwahati.

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

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965

- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) GST Act
- l) Customs & Excise Act & Rules

29.0 RECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, 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 designated representatives and its authorized employees and representatives. The Contractor shall provide the Company 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.

30.0 SUBSEQUENTLY ENACTED LAWS:

30.1 In the event of introduction of any new legislation or any change or 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, (other than personnel and Corporate taxes), duties, 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.

30.2 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.

30.3 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.

30.4 Notwithstanding the provision contained in clause 30.1 to 30.2 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, Excise Duty and GST in addition to new taxes etc. in respect of sub-contractors, Contractors, agents etc. of the Contractor.

30.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the Contractor is liable to provide following disclosure to Company:

- iv. Details of each of the input services used in relation to providing service to Company including estimated monthly value of input service and GST amount.
- v. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

31.0 ROYALTY AND 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 or drawings forming part thereof.

32.0 WAIVER: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

33.0 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.

34.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:

34.1 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. Payment to the third party supplier(s) of the items/consumables shall be made after receipt of goods at site at Duliajan duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

34.1.1 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. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.

34.2 **MANNER OF PAYMENT:** All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Bidder's account.

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

34.4 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.

34.5 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.

34.6 Contractor will submit 03 (Three) 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.

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

34.8 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 34.3 above.

34.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other

billing, the payment of which may then or thereafter be due.

34.10 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.

34.11 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.

35.0 **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.

END OF SECTION – I

PART - 3

SECTION - II

SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATION

1.0 INTRODUCTION

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 OBJECTIVE:

The produced well fluid from the fields is processed at the existing Oil Collecting Station (OCS)s or Early Production setup (EPS)s. Majority of the low pressure gas separated out in the OCS/EPS is collected through LP Booster compressors at Gas Compressor Station (GCS)s of OIL. However in some of the OCSs/EPs, small quantity of LP gas is being flared for non-availability of suitable Gas Compression facility. OIL now desires to hire Gas Compression Services on Build, Own & Operate (BOO) basis from experienced and capable parties for collection and compression of such low pressure flared gas and to deliver back the compressed gas to OIL at nearest production installation/distribution gas grid.

3.0 COMPRESSION CAPACITY OF COMPRESSORS

Depending on the amount of Gas availability in the allotted locations, there shall be two categories of gas compressors that are to be put in service as per requirement. The tentative places with capacity of the compression services required is mentioned in the below clauses. However, one or two places can be changed while finalizing the contract.

- a) **Category-I (40,000 SCMD):** There shall be 01 (one) no installations with total compression capacity of 40,000 SCMD having 01 (one) unit of capacity 40,000 SCMD per unit tentatively at Hatilai area. The compressors are to be designed as per following parameters:

Inlet pressure	: 1.0 Kg/Cm ² g (Max : 2.0 Kg/Cm ²)
Outlet pressure	: 25.0 Kg/Cm ² g (Min : 20.0 Kg/Cm ²)
Compression capacity	: 40,000 SCMD (Min : 20,000 SCMD) Inlet
Temperature	: 20 to 45 degree C
Outlet Temperature (Max)	: 40 Deg C Ambient Condition : Tropical
Dusty	
Ambient Temperature	: 05 to 42 Deg C
Capacity control	: By pass control system

- b) **Category-II (20,000 SCMD):** There shall be total Seven (7) no's installations tentatively in Barekuri, Chabua (HJC), Dikom, Bhogpara, Baghjan, Nadua and Digboi with compression capacity 20,000 SCMD per installation (each installation having 1 unit of capacity 20,000 SCMD per unit). The compressors are to be designed as per following parameters:

Compression capacity: 20,000 SCMD (Min: 10,000 SCMD)

All other parameters are same as category-I above.

- The low pressure (LP) natural Gas shall be available 2.0 Kg/cm² (+/-10%) pressure at OIL's battery limit (OCS/ EPS).
- SCMD means Standard Cubic Meter per Day.
- The compressor shall have capacity control facility with bypass control system.
- The compressors shall have Running Hours (RH) meters displayed in the control panel.
- The location of exact work will be notified during issuing of LoA/LoI.

4.0 GAS COMPOSITION:

- a) Low Pressure (LP) Gas Composition:

Typical available Low Pressure (LP) gas composition is given as below:

Gas composition	% (Vol/Vol)
Methane	: 91.18--85.56
Ethane	: 4.88--3.28
Propane	: 2.56--1.43
iButane	: 0.42--0.80
nButane	: 0.35--0.65
iPentane	: 0.18--0.23
nPentane	: 0.05--0.15
Hexane Plus	: 0.20 --0.86
Nitrogen	: 0.75--1.23
Carbon di-oxide	: 0.95--1.95

The gas is saturated with water and occasional carryover of oil is expected. In addition, Gas composition is typical and is subject to variation with time and location to location. No change in contract terms & conditions shall be allowed because of variation in gas composition. The latest gas composition may be provided after issue LoA, if the vendor desires so.

- b) Fuel Gas composition:

The fuel gas composition is same as LP gas. The Vendor should provide fuel gas conditioning unit including knock out drum, pressure reducing control valves etc. to make the gas suitable as required their engine.

5.0 DETAIL SCOPE OF WORK:

The available low pressure natural gas at identified locations is required to be processed as under:

- i) To transport the LP natural gas from OIL's OCS or EPS battery limit.
- ii) To compress the transported gas at the Vendor's compressor station.
- iii) To measure the compressed gas.
- iv) To deliver the compressed gas back to the OIL's gas distribution network. (within 500 meters approximately)
- v) To provide all utilities and support services for maintenance and operation of the compressor station including the compressors.

The scope of Work encompasses engineering, supply, transportation, installation, construction, commissioning, operation and maintenance of suitable Gas compressor plant having Gas Compressor capacity as per Clause No. 3.0 (a) and 3.0 (b) above complete in all aspects on charter hire basis. It also shall include all civil/structural/mechanical/piping /instrumentation/electrical works required for the compressor station. Some of the works, but not exhaustive are specified in the following clauses;

- a) To construct about 2000 meter of pipeline from the proposed compressor station to OIL's battery limit (OCS/EPS/Flare pit) or distribution network. Four pipelines of approx. length of 500 meter each for each of the station are to be laid for the following purposes:
 - i) To transport LP gas from OIL's OCS/EPS to the proposed station. The suction line shall be designed as per capacity with minimum pressure drop. Minimum diameter of suction pipeline shall be 100 mm.
 - ii) To transport back the compressed gas to the nearest gas distribution network of OIL. The delivery line shall be designed as per capacity with minimum pressure drop. Minimum diameter of delivery pipeline shall be 100 mm.
 - iii) To transport back the drained liquid to OIL OCS/EPS. Minimum diameter of the pipeline shall be 50 mm.
 - iv) To transport the vented gas/moisture drains to OIL's nearest flare pit. Minimum diameter of the pipeline shall be 50 mm.

The Vendor is to hook up the pipelines to the OIL's existing pipeline network. OIL will provide the nozzles for hooking up the lines. The Right of Way (RoW) or Right of Use (RoU) for laying the above lines is to be acquired by the vendor and as such will be completely under ownership of the Vendor only. The pipes for construction of the above pipeline are to be supplied by the party. If desired by the party, OIL may supply the pipes, if available on chargeable basis at actual. The length of pipeline given is indicative only. The exact length of the pipelines shall depend on the location of the proposed compressor station. That is the distance of the compressor station from the OIL's installations.

The compressor station shall be within 500 meter radius of the OIL's installation.

- b) LP natural gas is expected to contain water vapour and occasional carryover of some liquid. To arrest such liquid the compressor shall be equipped with suitable separator/scrubber.
- c) To acquire or hire land required for the Gas compressor plant. (There shall be sufficient space for addition of 1 no compressor if required in future). The positioning of the compressor station shall be within 500 meter radius of OCS/EPS.
- d) To provide adequate security arrangement to their assets as per established norms.
- e) To provide all the gadgets/equipment for safe operation of the station. Safety requirement shall be as per industry standards. However, as the contract is on BOO basis all the safety responsibility of the individual installation will be solely under the purview of the Vendor only.
- f) To obtain all permissions from statutory bodies. All the stations shall be built, maintained and operated as per the applicable Factory Act. Accordingly, the successful bidder shall obtain all permissions and submit the same to OIL before starting operations.
- g) To construct proper brick boundary wall along with gates.
- h) To do site development including site grading, construction of approach roads, foot paths, and storm water drains etc. Storm water drain shall be separate from that of the process drains.
- i) To construct suitable accommodation/office for operating staff including toilets, store rooms etc. per factory act.
- j) To construct proper shed/protective covers for all equipment including compressor package, power generating set, electrical, instrumentation equipment etc.
- k) To supply and install all equipment, instruments, including pipe lines, skid mounted compressor packages with driver, auxiliary equipment/items such as filters, intercoolers, separators, scrubbers etc., piping, pressure vessels, instruments and control systems, electrical items etc.
- l) To supply/installation of fuel gas conditioning system including knock out drum, pressure reducing control valves etc. as required by the compressor package.
- m) To supply and install pressure control valve at the inlet of compressor suction.

- n) The pipe lines to be used for the station shall be manufactured as per API Spec 5L Grade B, bevel end. Pipe line shall be constructed by welding as per API Spec.1104
- o) To provide more than adequate firefighting equipment viz. fire extinguishers, sand buckets, portable trolleys etc.as per industry standards.
- p) To arrange and provide all consumables like lube oil, coolant and utilities like water for compressor & drinking water etc., compressed air for compressor starting & instrumentation, electric power, illumination for round the clock operation of the station
- q) To supply and install metering facilities for measuring the compressed quantity of gas on dispatch line after compression and fuel gas consumption from LP suction line. The metering facilities shall be as per standard international practices. One each of main custody meter and check meter shall be provided for measuring compressed gas. A separate meter shall be provided for measuring fuel gas. The meters should be having required AGA certification for measuring of the natural gas.
- r) To install and provide adequate noise abatement equipment or facilities so that the noise level is within the limits of statutory rules and regulation. Sorting out of any problem arising out of this issue shall be sole responsibility of the Vendor.
- s) **Man-power deployment:** The station shall be manned round the clock. For each installation, minimum man-power in every shift shall be one operator, one assistance operator and one security personnel. Also adequate maintenance team and required reliever person are to be available with vendor as per requirement.

6.0 ADDITION OF COMPRESSOR SERVICE:

Within the contracted period, there may be possibility of increase in gas availability at any location which may warrant the Vendor to source and install additional compressor units with prior notice from OIL. Additional compressor shall be either of Category-I or II or both. In no case additional requirement shall be more than 2 units in total (either of Category-I or II or both). The Vendor shall mobilize the same within 210 days effective from issue of LoA for additional unit by OIL. However, OIL shall give notice for such additional requirement within the first 02 (two) years of services only. The requirement of additional compressor shall be in the existing locations under this contract only. As the additional compressor shall be installed in the existing locations only, there shall not be any additional land requirement and subsequent land development activities. For addition of new compressor, a maximum of 15 days (360 hours cumulative) of shut down of existing compressor shall be allowed without any penalty for hooking up and other auxiliary jobs required for installation of the additional compressor.

Following Major jobs will/may be required if any additional Compressor service have to be acquired in future:

- a) To procure, install operation and maintenance of the additional New Gas Compressor packages.
- b) To construct additional about 500 meter of pipeline from the proposed compressor station to OIL's battery limit (OCS/EPS) to transport LP gas from OIL's OCS/EPS to the new Compressor.
- c) To install additional flowmeters for measuring gas flow in the new compressor packages.
- d) To construct proper shed (if required) and other civil jobs for the new compressor packages.
- e) Any other jobs as required.

The vendor shall quote for fixed rental per month for additional Compression services charges to be paid per unit for both Category-I and Category-II differently in their bids.

7.0 RELOCATION OF COMPRESSOR SERVICES:

There may arise a situation where the Low-pressure gas availability in an existing site will become nil and as such, the hiring of compression services may not be required in that area. However, simultaneously in another area Low Pressure Gas may be available for Compression. In such cases, If OIL intends, may ask the Vendor to relocate the complete installation to the new site and continue operation at the new location at the same terms and conditions. Such relocation of compressors shall be either of Category- I or II or both. Relocation of compression services, if required, shall be limited to maximum two (2) no's of installations only.

OIL shall give 30 (Thirty) day notice to commence re-location of compression service and the re-location shall be completed within 120 (One hundred and twenty days) days from the commencement of re-location movement.

Relocation of compressor services shall cover all the activities involved in the initial mobilization i.e.; land acquisition, site preparation, all civil, electrical works & other utilities including obtaining statutory approval/permissions etc. and excluding the movable equipment, compressor package, instruments, piping etc. The re-location movement may be to any place in OIL's operational area within 100 km radius from Duliajan.

8.0 STAND BY COMPRESSOR SERVICES IN CASE OF LESS GAS AVAILABILITY:

Apart from above, there may also arise a situation that gas availability in an existing site will become less than 25% of the compressor capacity (for a continuous three months on average daily available gas) and no new location is available for re-siting of the compressors units. In such scenario, OIL shall advise for Standby services of compressor unit. However maximum no of

standby services is limited to 02 (Two) nos. of units (either of category-I or category-II or both).

9.0 FACILITIES/SERVICES FROM OIL:

OIL will provide the following services:

- a) Low-pressure natural gas shall be made available at one point at the OIL's OCS/EPS. The gas shall be available at about 2.0 kg/cm².
- b) OIL will provide fuel gas for the prime mover (gas engine only) of compressor and generating set (natural gas engine driven only) limited to 11 (eleven) SCF/BHPHR. If fuel gas consumption is more than the limit, it will be charged at the prevailing natural gas price fixed by Govt. of India. Fuel gas line will be tapped from LP inlet gas and metered as specified.

10.0 SPECIAL NOTES:

- a) OIL will specify the area and the installation where Low-pressure natural gas is available for compression. The exact location of the installation is to be decided by the vendor preferably within 500 meters from the installation where Low-pressure natural gas is available for compression. If suitable place/land is not available, within a periphery of 500 meters radial distance, the vendor may choose the nearest available land for the proposed compression service without any extra cost to OIL.
- b) The intending bidders may visit the site and familiarize themselves thoroughly with the site condition before submitting their bid. Site condition shall not be a reason for any deviation at later stage of the contract.
- c) Vintage of major equipment's such as Gas Compressor and Prime Mover shall not be more than 5 (five) years old as on the Original Bid Closing Date of the Tender. If only year of manufacture is available without date/month, then major equipment like Gas Compressor and Prime Mover shall not be manufactured before the year 2014 (i.e. should be manufactured in the year 2014 or later).

In support of this, the Vendor shall provide the detailed specification of the offered compressor, prime mover etc. along with the following document while bidding;

- i. Year of Manufacture
 - ii. Make & Model of the equipment.
 - iii. OEM Details in case the bidders offers already used equipment's
 - iv. Purchase order copy of the machines, spares in case the bidders offers already used equipment's
 - v. Any other document that proves the vintage of the machines in case the bidders offers already used equipment's
- d) All equipment shall be in the best operating condition and shall meet all design and manufacturing criteria established in industry and certified as

per relevant industry standards.

- e) The proposed Genset for power generation is required to adhere to the latest CPCB norms for both emission and noise.
- f) The bidder has to provide detailed technical specifications along with all relevant technical catalogues of the offered Compressor packages at the time of bidding.
- g) The bidder shall submit an undertaking in its company's letter pad at the time of bidding for acceptance of single point responsibility for total engineering, supply, transportation, installation, construction, commissioning, operation and maintenance of Natural Gas Compressor Packages including the compressor station for the entire period of the contract.
- h) The Service Provider shall have an office at Duliajan with telephone/fax/e-mail facilities and a Nodal officer (preferably an engineering graduate with relevant experience) with mobile phone facility, who shall liaise and report on daily basis and also during emergencies regarding the compression services.
- i) All works/systems shall be designed and constructed in accordance with the prevalent National/International codes and practices with applicable safety codes/standards.
- j) All electrical apparatus, instrumentation items/system shall be suitable for the hazardous area classification as per applicable National/International standards and statutory regulations.
- k) The Gas Compressor station shall be considered as successfully commissioned only after obtaining valid approval from concerned authority. The documents to be submitted to OIL on successful commissioning of the plant and before beginning of operation which are not limited to the following:
 - i) Documents of proof for vintage of major equipment's like Gas Compressor and Prime Mover installed.
 - ii) All necessary approvals/permissions from the concerned authorities
 - iii) Necessary labor clearance for engaging work force.
- l) All systems should be designed, constructed and operated for uninterrupted continuous operation.
- m) OIL shall inspect the facilities/equipment deployed by the Vendor and if any deficiencies are observed, the Vendor shall remove such deficiencies promptly upon receipt of such instructions from OIL at their own cost.
- n) Vendor shall be responsible for any local disputes arising out of operation of the Gas compressor station including disputes related to their work persons.

11.0 GAS MEASUREMENT:

- a) The unit of gas measurement shall be in Standard Cubic Meter (SCM).
- b) As specified in Clause No. 5.0 q) above, the Vendor shall supply, install, commission and maintain total of three flow meters with flow computer/totalizer in each installation for measuring and recording of natural gas. The design of the flow meter shall be done as per operational data as mentioned in Para 3) and Gas composition in Para 4) respectively.
- i) Out of these three flow meters, two meters shall be installed in the compressed gas delivery line. One of them shall be termed as main meter and the other as check meter used for continuous checking of the main meter performance or vice-a-versa. The main meter measurement shall be used for invoicing purpose. These two flow meters shall be of same make and type to be mutually agreed by the Vendor and OIL and shall conform to the latest industry standard. Differential Pressure-type flow meters with standard orifice shall be used Flow meters with pressure and temperature correction as per latest AGA standard shall be used.
- ii) The third flow meter shall be installed in the gas suction line to measure fuel gas (uncompressed natural gas) consumption. There shall be only one fuel gas flow meter in each installation irrespective of numbers of compressors in the installation. This flow meter shall be of either standard orifice or cone type.
- c) Installation, operation, maintenance, calibration, and computation of gas quantity shall be in accordance with the appropriate Gas Measurement Committee report of American Gas Association (AGA), latest edition. The calibration frequency of the flow meters shall be as per industry standards applicable and mutually agreed by both OIL and the Vendor. Calibration shall be done in presence of both the parties.
- d) One of the meters on compressed gas delivery line shall be treated as main meter and considered for invoicing purposes. The 2nd meter shall be termed as check meter. The 2nd meter is installed for continuous checking of the main meter performance or vice-a-versa.
- e) If the variation in the measurement of the flow between the meters is within + or - 2% (two percent), the main flow meter measurements shall be considered for invoicing. If it is more than +/-2%, the average of both the meters shall be considered. However, in such cases, both the main and check meters would be checked and calibrated within a week (7 days) time and correction shall be done. A suitable mechanism shall be established to compare the values of both the meters on daily basis.
- f) In case faulty flow meters the Vendor shall replace the same free of charge.
- g) In case of single meter in operation due to the other meter out of service for

whatsoever the reason, the gas quantity shall be determined as per the reading of the available meter. In any case it is the responsibility of the Vendor to maintain one meter on delivery line on operating condition. However, the vendor has to either repair/replace the faulty meter at his own cost within 30 days.

- h) If the Vendor fails to maintain both the meters in operation, OIL will quantify the gas as per past records based on hourly suction pressure, machine operating RPM and compressor running hours. Such quantity shall never be considered more than the average daily gas compressed during the previous month (30 days).
- i) OIL's authorized competent personnel shall examine relevant records and calculations of the metering and measuring equipment whenever necessary.
- j) The records of measurement shall be reported to the Engineer-in-Charge in the form of daily report.
- k) The records of measurement duly certified by the Engineer-in-Charge shall accompany the monthly bills of the Vendor.
- l) Flow meter shall be jointly (OIL and Vendor) calibrated/validated once in two (2) months. In addition, calibration by a third party shall be done once in a year by the Vendor at their own cost. Such certification along with the certification of the master calibrator has to be from a Govt. registered agency such as NABL etc. and the same is to be submitted to OIL.
- m) The Vendor shall submit the original calibration certificates of the meters before commissioning of the installations.
- n) Specifications of the flow meters:
 - i. The Vendor shall provide the flow measurement unit of the latest technology and standards. The unit shall have an Electronic Battery Operated/solar panel based Gas Flow Computation unit with data storage facility and smart type individual transmitters. It should also have capabilities to compute the flow, totalize, store & display the last month, the last 24 hr. and the current 24 hr. flow values in standard cubic meter apart from the instantaneous values of flow rate and key-pad entry/display of all values of flow.
 - ii. Differential Pressure Input (Range 0-200" H₂O) - Reference Accuracy = $\pm 0.075\%$ of span with 100:1 turndown. Maximum Working Pressure: 25 Kg/cm².
 - iii. Static Pressure Input (Range 0-25 Kg/cm²) - Reference Accuracy = $\pm 0.075\%$ of span with 50:1 turndown. Maximum Working Pressure: 25 Kg/cm².
 - iv. Temperature transmitter RTD based with Pt 100 three wire systems. Calibration range 0 - 100 Degrees C and with an accuracy of $\pm 0.18\%$ of span.
 - v. Power Operation on re-chargeable batteries using properly sized solar panels suitable for continuous non-stop operation without the need to charge the

batteries externally. However Battery charging input provision with external battery charger should be provided. Alternatively it should be capable of operating on regulated DC Voltage converted from mains supply at 220 V 50 Hz single phase. Required power supply /converter etc. as required shall be used.

- vi. Time functions: Real time clock, Year/Month/Day & Hour/Minute/Second functions with battery backup.
 - vii. External Key board/ PC Configuration Facility to input/configure the values of default P, T, DP, Specific gravity., density, cal. Value, pipe dia., orifice dia., base Pr., base temp., constants for AGA-3, NX-19 calculation and gas composition data for AGA-8 super compressibility computation based flow Calculations and any other data required to be fed for the flow computation to AGA-8 & AGA-3 STD.
 - viii. Password protection shall be provided for all the parameters against unauthorized entry/viewing and the level of protection view only/enter shall be configurable individually for each of these parameters.
 - ix. It shall have a serial port/PC interface with windows based software to access & configure the flow computer on the monitor, make changes, download the changed configuration to the flow computer. Like-wise it must have the capability to up-load all the configuration data of flow computer system.
 - x. It shall be capable of taking analogue inputs at 4-20 mA for all the three inputs of Diff. pressure, pressure and temperature and output three analogue 4-20 mA signals for any of the chosen pressure, computed flow, differential pressure, temperature etc.
 - xi. Accessories, Communication Cable: Communication cable between the Flow computer & laptop with convertor to be supplied by the vendor. Software for the flow computer "Licensed free copy of the Software to be supplied to any PC Laptop. It shall be capable of Verifying Differential Pressure/Static Pressure and Temp Inputs and Analog Inputs (if any). Manual Entry facility of AGA-data, detail Gas composition. Offline report/data should be accessible after download by connecting with the Flow Computer.
 - xii. It shall have the provision to put protection seal on the front Panel/cover so as to gain unauthorized access to flow computer electronics as a tamper proof measure. Safety System shall be certified intrinsically safe by entity concept and the entity parameters of the chosen certified intrinsic safety (IS) barriers shall be considered in the circuit design and selection of cables for use in these circuits.
 - xiii. Isolating type barriers may be used/preferred within the accuracy limits specified.
 - xiv. Flow computer shall be installed flush on a panel suitable for outdoor use with IP 65 level of protection and shall be installed in a safe area.
 - xv. All the intrinsically safe circuits shall be segregated from non-intrinsically safe circuits and run separately. Suitable earthing arrangement shall be made for grounding instruments/IS Circuits and power circuits separately. Only copper wires of appropriate gauge shall be used in earthing ckts and electrolytic grade annealed copper bars
- o) Metering system along with all the instruments shall be installed on a skid

with a junction box where the entire instrument cables to be terminated for further cabling and termination in the flow computer panel.

12.0 RUNNING HOURS (RH) OF THE COMPRESSORS:

Running hours of the compressor unit shall be recorded in online running hour (RH) meter installed in compressor unit control panel. Monthly RH shall be set from 1st day to last day of the month. There shall be provision for daily RH, monthly RH and cumulative RH also. In case of RH meter is out of order, RH for the month shall be calculated from recorded log of digital flow meter installed for gas delivery measurement. Time for RH shall be set at 6.00 AM to 6.00 AM every day and the RH shall be reported to OIL. The monthly cumulative RH shall be checked and certified by OIL's representative.

13.0 COMMISSIONING OF THE COMPRESSORS:

The commissioning of the compression services should be completed by Contractor within 300 (Three Hundred) days from issue of Letter of Award (LOA). The date of commencement of operation shall be considered from date on which 1st compression service (Installation) is successfully commissioned.

End of Section-II

PART-III

SECTION - III

SPECIAL CONDITIONS OF CONTRACT

- 1.0 DEFINITIONS:** Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
- 1.1 "Equipment" means the items and machinery for Gas Compression and other accessories and equipment.
 - 1.2 "Base Location" 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 100 km radial distance from Duliajan in Assam.
 - 1.4 "Site" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the Employer for the purpose of the Contract.
 - 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 materials and services, which are to be provided by Contractor to carry out the job satisfactorily.
 - 1.7 "Contractor's personnel" mean the personnel to be provided by Contractor to conduct operations hereunder.
 - 1.8 "Contractor's representatives" means such person duly appointed by the Contractor to act on Contractor's behalf and notified in writing to the company.
 - 1.9 "Day" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
 - 1.10 "Week" means a period of any consecutive seven days.
 - 1.11 "Approval" as it relates to Company, means written approval.
 - 1.12 "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.
 - 1.13 The "Completion Certificate" shall mean the certificate to be issued by the Employer/Company when the works have been completed entirely in accordance with Contract Document to his satisfaction.

- 1.14 The "Final Certificate" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the Contract by the Contractor issued by the Engineer-In- Charge/Employer after the period of liability is over.
- 1.15 "Temporary Works" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- 1.16 "Plans" shall mean all maps, sketches and layouts as are incorporated in the Contract in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.17 "Commissioning" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by Employer and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by Employer in performance of "Commissioning" activity will not be construed to be violating Contract provisions and Contractor shall be deemed to have provided for the same.
- 1.18 "Gross Negligence" means 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 wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act.
- 1.19 "Wilful Misconduct" means 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 persons or loss or damage of properties.

2.0 MOBILISATION TIME: The commissioning of the compression services should be completed by Contractor within 300 (Three Hundred) days from issue of Letter of Award (LOA). The date of commencement of operation shall be considered from date on which 1st compression service (installation) is successfully commissioned. For delayed mobilization beyond 300 days from issue of LOA. Within the contracted period, there may be possibility of increase in gas availability at any location which may warrant the Vendor to source and install additional compressor units with prior notice from OIL. Additional compressor shall be either of Category-I or II or both. In no case additional requirement shall be more than 2 units in total (either of Category-I or II or both). The Vendor shall mobilize the same within 210 days effective from issue of LoA for additional unit by OIL. LD shall be applicable unit wise, i.e., at the rate of 0.5% of the total contract value per unit per week or part thereof of delay subject to maximum of 7.5% of the total contract value. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of commencement of Operation as defined in Clause No. 2.0 of Section - I.

3.0 PERIOD OF CONTRACT:

The period of contract shall be 04 (Four) years extendable by 01 (One) year subject to satisfactory service and if required in either part or full. During the period of extension, the contract shall be governed by the same rates, terms and conditions.

4.0 CONTRACTOR'S PERSONNEL:

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 The Contractor shall provide competent, qualified and adequately experienced personnel for carrying out jobs as mentioned in scope of work correctly and efficiently. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.
- 4.5 Maintain a highly skilled technical staff to render the services and capable of making the best use of the equipment so as to ensure the highest degree of accuracy and reliability of the works/data gathered.
- 4.6 Replacement of Contractor's Personnel: Contractor shall immediately remove and replace any of his personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behavior or whose employment is otherwise considered by company to be undesirable
- 4.7 Contractor shall deploy on regular basis, all category of their employee required for economic and efficient execution of the work.

- 4.8 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.
- 4.9 An undertaking from all the personnel as per Annexure-II should be forwarded after deployment of manpower prior to mobilization.
- 4.10 Regarding educational qualification and experience of the key personnel, the bidder shall substantiate their claim with valid educational and experience certificates.
- 4.11 For driving the vehicles/units on road, the bidder shall ensure that the driver possesses necessary valid and proper licenses conforming to Indian Motor Vehicle Act.
- 4.12 Medical Fitness: Contractor shall ensure that all of the Personnel deployed under the contract shall have had a full medical examination from qualified and registered doctor in accordance with accepted medical standards prior to commencement of work.
- 4.13 Training Courses:
- a) Contractor shall ensure that all his Personnel performing services hereunder shall have attended all safety and operational training courses required by applicable law and as is generally consistent with international petroleum industry practice and/or as otherwise required by the Company.
 - b) Contractor shall, if requested, forthwith produce valid and current certificates of completion or attendance for the Company's inspection.
- 4.14 Personnel should be versed in firefighting, gas testing etc.
- 4.15 Overall Supervisor shall co-ordinate day to day operations smoothly and in professional manner. He shall visit Company's representative office every day for taking necessary instruction for the operation.
- 4.16 Contractor shall have to deploy other personnel, which shall include drivers, security men, (both at location(s) and campsite), services of unskilled labour.
- 4.17 Employment of personnel other than key persons shall be at the discretion of the contractor to run all operations at work site and camp successfully.

- 4.18 Contractor shall forward the list of personnel deployed along with bio-data/qualification/experience/track record of the personnel prior to mobilization of the equipment with all supporting documents. Any additional manpower deployed by the Contractor shall be at the expense of the Contractor.
- 4.19 The Contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the experience as indicated above. Moreover, the Contractor will have to obtain prior approval from the Company for the relief personnel of the Contractor at least 02 (Two) days in advance.
- 4.20 Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace within Ten (10) days for personnel of Indian origin and Twenty one (21) days for foreign residents. The deported personnel shall be allowed to continue the job till the replacement arrives with the discretion of the Company.

5.0 COMPANY'S REQUISITES

- 5.1 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.
- 5.2 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.
- 5.3 Company reserves the right to reject any person on such list, and any subsequent changes to the list.
- 5.4 A notice period of one week shall be given to mobilize the personnel

6.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WORKSITE AND CAMP SITE:

- 6.1 Contractor shall provide food & services for all its own & its sub-contractor's personnel.
- 6.2 Transportation of Contractor's personnel from base camp to work place will be arranged by Contractor.

- 6.3 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 case on payment basis.

7.0 CONTRACTOR'S ITEMS:

- 7.1 Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.
- 7.2 Contractor shall be responsible for maintaining at its own adequate stock levels of items including spares and replenishing them as necessary.
- 7.3 Contractor shall be responsible for the maintenance and repair of all equipment and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.
- 7.4 Contractor shall provide all POL for operation of Contractor's equipment both at location and campsite at Contractor's cost. There shall be no changes in the rates and other charges throughout the duration of the contract including extension, if any, on account of any price change of lubricants.
- 7.5 Contractor will provide necessary electricity at campsite location.
- 7.6 Access by Road: CONTRACTOR, if necessary, shall build other temporary access roads to the actual work site for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account. Non-availability of access roads for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.
- 7.7 Scope of Work: The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.

8.0 CONTRACTOR'S SPECIAL OBLIGATIONS:

- 8.1 It is expressly understood that Bidder is an independent Bidder and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorised to designate its representative, who shall at all times have access to the Gas Compressor Stations, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Bidder. The Bidder may treat company's representative at 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 well servicing operations, equipment and inspect works performed by contractor or examine records kept at well site by Bidder.

- 8.2 COMPLIANCE WITH COMPANY'S INSTRUCTIONS: Bidder shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to servicing programme, safety instructions, confidential nature of information, etc. Such instructions shall, if Bidder request, be confirmed in writing by company's representative.
- 8.3 Bidder shall visit and examine the site and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder's own expense. The bidder or any of its personnel or agents will be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the Employer and its personnel and agents from and against all liabilities in respect thereof, and the bidder shall be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 8.4 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 equipments, the equipment and personnel to the fullest possible extent.
- 8.5 Bidder should provide the list of items to be imported in the format specified in **Proforma-A** for issuance of recommendatory letter to Directorate General of Hydrocarbons (DGH), New Delhi for clearance of equipment from Indian customs at concessional (nil) rate of customs duty
- 8.6 Bidder 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 applicable Taxes for bringing equipment/material to Work place shall be Bidder's responsibility.
- 8.7 In case the Bidder imports the equipment etc. on re-export basis, the Bidder 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 Bidder should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company. Immediately after re-exporting of its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting its tools, equipment, accessories, 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.

- 8.8 In the event all/part of the 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, then Contractor shall be fully liable for payment of the Customs Duty.
- 8.9 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories 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. Noncompliance of these provisions will be treated as breach of Contract and their Performance Bank Guarantee will be forfeited.
- 8.10 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 the Customs formalities for transferring to another operator and/or sale of its accessories, 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.

9.0 POLLUTION AND CONTAMINATION

- 9.1 Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows:
- a) Bidder shall assume all responsibility and liability for cleaning up and removal of pollution or contamination, which originates above the surface from spills of fuels, lubricants etc. wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities.
 - b) Bidder shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same,

which may occur during the term of or arising out of this contract and shall indemnify company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination, including but not limited to that which may result from fire, seepage or any other uncontrolled flow of gas, water or other substance.

- c) In the event of a third party commits an act of emission which results in pollution or contamination for which either the Bidder or Company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Bidder and company, regardless of the party for whom the job was performed and liability as set forth in (a) and (b) above would be specifically applied.

10.0 INSPECTION OF WORKS/FIELD VERIFICATION

- 10.1 The work is subject to inspection at all times by the Engineer-in-charge. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of tender.
- 10.2 Inspection and acceptance of the work by the Engineer-in-charge shall not relieve the contractor from any of his responsibilities under this contract.
- 10.3 Statutory fees paid to Statutory Authorities and others for Inspection for the reasons attributable to the Contractor shall be borne by the Contractor.

11.0 QUALITY ASSURANCE SYSTEM:

- 11.1 Bidder shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures which is required to be adhered to during the execution of contract.
- 11.2 The OIL or their representative shall reserve the right to inspect/witness, review any or all stages or work at site as deemed necessary for quality assurance.

12.0 EQUIPMENT AND SITE ORGANIZATION:

- 12.1 **Equipment:** The contractor without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate equipment, tools and tackles, manpower etc. at his own cost and augment the same as decided by Company depending on the exigencies of work to suit the survey schedule without any additional cost to OIL. No Equipment shall be supplied by OIL.
- 12.2 **Site Organization:** The contractor without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel together with skilled/unskilled manpower and augment the same

as decided by OIL depending on the exigencies of work to suit the survey schedule without any additional cost to OIL .

13.0 HEALTH, SAFETY AND ENVIRONMENT (HSE):

- 13.1 The Contractor, during the entire duration of the contract, shall adhere to requirement of Health, Safety and Environment (HSE) as per prevailing practice.
- 13.2 Contractor shall test carry out all necessary pre-checks and pre-tests of the equipment/accessories to ensure trouble free and safe operation prior to each job or as instructed by the Company's Representative. Contractor shall record results of all such tests in the daily job report.
- 13.3 **Safety:** Contractor shall observe such safety regulations in accordance with acceptable oil field practice and applicable Indian Laws. Contractor shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care & caution. During operation, Contractor shall conduct safety pit level meetings etc. regularly.
- 13.4 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the EMPLOYER/COMPANY for his approval, before power is made available
- 13.5 **PPE Items:** Providing necessary personal protective equipment (PPE) to their personnel at working sites to protect against health and safety risk which includes items like safety boots, gum boots, safety helmets, rain-coats, barricading tapes etc.
- 13.6 The contractor must submit the initial medical examination reports of the persons employed by them to the company before the start of the job.
- 13.7 Contractor shall provide all necessary firefighting and safety equipment as per laid down practice of the industry.
- 13.8 Documentation, record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc., as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Hygiene Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Bidder.

- 13.9 **First Aid Kit:** An adequate and approved first aid kit shall be provided at work site with all medicines as recommended by John Ambulance.
- 13.10 **Security Services:** Bidder should be provided adequate security personnel to safe guard their own equipment & accessories at camp & work site.
- 13.11 **Camp and other establishment:** Suitable camp facilities for contractor's personnel including catering services shall be contractor's responsibility.
- 13.12 **Communication System:** Suitable communication system like WLL is to be provided by the Bidder for effective communication from all the installations as well as base camp.

14.0 CONFIDENTIALITY:

- 14.1 Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of operations such as production data, quality of gas etc and to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.
- 14.2 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.
- 14.3 Contractor shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the equipments/Unit to another sphere.
- 14.4 Contractor shall forbid access to the equipments/Unit to any people not involved in the operations or not authorised by the company to have access to the equipments/Unit, however, this provision is not applicable to any Government and/or police representative on duty.

15.0 RIGHTS AND PRIVILEGES OF COMPANY: Company shall be entitled:

- 15.1 To approve the choice of sub-contractors for any essential third party 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.
- 15.2 To order suspension of operations while and whenever:
- a) Contractor's personnel is deemed by company to be not satisfactory, or
 - b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
 - c) Contractor's equipment turns into a danger to personnel on or around.
 - d) Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.
 - e) Contractor fails to meet any of the provisions in the contract.

- f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

16.0 EMERGENCY:

The Company shall be entitled in emergency (the existence of which shall be determined by Company) at its own discretion, to direct Contractor's equipment and personnel if Company's interest will demand so.

17.0 HEADINGS:

The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.

- 18.0** 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.

- 19.0** Any permission from the concerned authorities in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract.

- 20.0** 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.

- 21.0** Moreover, the Contractor should obtain and produce in advance before commencement of work, the following certificate/approvals:

- (i) Total manpower list.
- (ii) All certificates as per applicable laws including Mines Acts.
- (iii) Regional Labour certificate, if required.

22.0 ASSOCIATION OF COMPANY'S PERSONNEL:

- a) 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. 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.
- b) 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.

- c) The Contractor should maintained 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.

23.0 TRANSPORTATION SERVICES:

Transportation of Contractor's personnel & their material from campsite to location and between works sites shall be the responsibility of the Bidder. All vehicles deployed for this purpose should be in prime condition.

24.0 CUSTOMS DUTY:

- 24.1 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 @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

- 24.2 Contractor shall 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 Recommendatory Letter to DGH. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.
- 24.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 24.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, 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 (for the first time import) and at actuals (for subsequent imports), provided 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 Company and made available to the representatives of

Contractor at Kolkata within 3 working days after 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.

- 24.5 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.
- 24.6 Notwithstanding what is stated above, the bidders should also consider the position in regard to import of goods as specified in list No. 33 of above notification against concessional rate of 5% Customs Duty. OIL is not liable in whatsoever manner, for the rejection of their claims for concessional rate of 5% Customs Duty by any of the authorities including the DGH.
- 24.7 The bidder while quoting would need to consider the duty drawback as per notification No. 23/2008 dated 01.03.2008 available to them upon re-export of the equipment, if any. The bidder should also note that input tax credit would also be available to them on the IGST paid by them excluding duty drawback and this aspect should also be considered by them while quoting their rates.
- 24.8 Similarly, such specified goods required for petroleum operations if procured from domestic sources would attract 5% concessional GST (IGST or CGST SGST/UTGST) as per notification no. 3/2017 dtd. 28.06.2017 against issuance of EC by DGH for which OIL shall issue the recommendatory letter.

Note: The recommendatory letter will be given 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 recommendatory letter 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.

- 24.9 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 and 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.

NOTE:

All Invoices are to be sent to the following address:

Chief General Manager – GMS

Oil India Limited,

P.O. Duliajan-786602

Dist. Dibrugarh, Assam.

END OF SECTION – III

PART-III

SECTION - IV

SCHEDULE OF RATES

SCHEDULE OF RATES AND PAYMENT

The Contractor shall quote their rates in the price bids as per the format given in Proforma-B. The quantities mentioned against each item in Price Bid Format/Price Schedule is for evaluation purposes only. However, payment shall be made for the actual work done.

1.0 FIXED INSTALLATION RENTAL CHARGES

- a) Fixed Installation Rental Charges shall be payable to the contractor on monthly basis after satisfactory operation of the compressor package as per the contract.
- b) Contractor shall raise invoice on monthly basis along with the daily running report for fixed rental charges which shall be duly certified by Company's representative/Engineer in-charge.
- c) If the compressor package fails to compress 50% (Fifty Percent) of the rated capacity of the package (i.e. 20000 SCMD & 10000 SCMD for category I & II respectively) per day, in spite of OIL making available the desired quantum of natural gas at rated suction pressure (1.0 Kg/cm²) at the contractor's compressor station battery limit, the fixed charge shall be deducted at hourly pro-rata rate of the fixed rental charge (i.e. Fixed Rental Charge/No. of hours in the concerned month).

However, if OIL could not make available the desired quantum of natural gas at rated suction pressure (1.0 Kg/cm²) at the contractor's compressor station battery limit due to its own technical/non-technical reasons, no deduction on the fixed charge shall be made in case of less compression (i.e. less than 50% of rated capacity).

2.0 VARIABLE COMPRESSION CHARGES

- a) Variable compression charges shall be payable to the Contractor on the basis of actual quantity of gas compressed and delivered at the compressor station battery limit as per gas quantity measured by the flow meter and certified by the representative of both OIL and the Contractor. Certified copy of the daily gas measurement shall accompany the monthly invoice. A suitable format for recording daily gas measurement agreeable to both the parties shall be used for this purpose.
- b) The unit of gas quantity to be used for invoicing shall be in MSCM (Thousand

Standard Cubic Metre).

- c) The invoice shall be raised on monthly basis for monthly fixed installation rental charges and variable compression charges. A month shall be considered as calendar month. In case the invoice is raised either for a part of the month or with allowable shut down period, the bill for that month shall be paid on pro-rata basis.

3.0 FIXED INSTALLATION RENTAL CHARGES FOR ADDITIONAL COMPRESSOR SERVICE

- a) Fixed Installation Rental Charges for additional compressor service shall be payable to the Contractor on monthly basis after satisfactory operation of the compressor package as per the contract.
- b) Contractor shall raise invoice on monthly basis along with the daily running report for fixed rental charges which shall be duly certified by Company's representative/Engineer-in charge.
- c) If the compressor package fails to compress 50% (Fifty Percent) of the rated capacity of the package (i.e. 20000 SCMD & 10000 SCMD for category I & II respectively) in spite of OIL making available the desired quantum of natural gas at rated suction pressure (1.0 Kg/cm²) at the Contractor's compressor station battery limit, the fixed charge shall be deducted at hourly prorata rate of the fixed rental charge (i.e. Fixed Rental Charge/No. of hours in the concerned month).

However, if OIL could not make available the desired quantum of natural gas at rated suction pressure (1.0 Kg/cm²) at the Contractor's compressor station battery limit due to its own technical/non-technical reasons, no deduction on the fixed charge shall be made.

- d) The Contractor has to quote separately for fixed Installation Rental Charges for additional compressor service for both Category-I and Category-II, which shall be installed in the existing location only.

4.0 VARIABLE COMPRESSION CHARGES FOR ADDITIONAL COMPRESSOR SERVICE

- a) Variable compression charges for additional compressor service shall be payable to the Contractor on the basis of actual quantity of gas compressed and delivered at the compressor station battery limit.
- b) The bidder has to quote Variable compression charges separately for additional compressors which shall be installed in the existing location only.

5.0 LUMP SUM ONETIME INSTALLATION CHARGE FOR RELOCATED COMPRESSION SERVICE TO NEW AREA:

- a) Lumpsum one time installation charge shall be paid to the Contractor after successful relocation of the service to new location as per contract complying all the technical and statutory requirements to the satisfaction of OIL at the new location. Successful commissioning shall be declared when the package completes 72 hours of continuous operation at the designated capacity.
- b) During the relocation period, 50% of the fixed rental shall be paid for the unit(s) limited to 120 days from the date of commencement of the relocation movement. After that, no fixed rental charges shall be paid until commissioning of the relocated services in new location.
- c) The commencement of re-location movement is to be considered as started on either the first day when the actual re-location movement starts or after the 30th Day from the date of issuing notice whichever is earlier. In case relocation movement is not started within 30 days of OIL's notice, no fixed rental shall be paid until start of relocation movement.

6.0 CHARGES DURING REALLOCATION PERIOD:

During the relocation period, 50% of the fixed rental shall be paid for the unit(s) limited to 120 days from the date of commencement of the relocation movement. After that, no fixed rental charges shall be paid until commissioning of the relocated services in the new location. The commencement of re-location movement is to be considered as started on either the first day when the actual re-location movement starts or the after the 30th Day from the date of issuing notice whichever is earlier. In case of relocation movement is not started within 30 days of OIL's notice, no fixed rental shall be paid until start of relocation movement. The vendor shall quote for one time Relocation of compressor services charges to be paid per unit for both category-I and category-II differently in their bids. Please note that, after completion of the relocation of the compressors, OIL will not have any obligation/interest to the earlier land or structure or any leftover that was used for the initial place of installation. Also, as the owner of the installation it will be under of the purview of Vendor to either to discard or to keep as per their choice.

7.0 STANDBY CHARGES FOR COMPRESSOR SERVICES IN CASE OF LESS GAS AVAILABILITY (as defined in Clause no: 8 of Section-III, Scope of work):

- a) For standby services, the vendor shall be paid 50% of the fixed rental charges per month of respective unit.

OIL shall ask for the same services of the standby unit in future where gas is

available for compression with the same terms and conditions of original rate within the period of contract. Such requirement may be either in the existing location or in a new area. In case of services required in future in new area, it shall be governed by the terms of Relocation of compressor services (Clause no. 07 of Section-II). In case if OIL advise the vendor to resume the services in the original location, 30 days' time shall be allowed to resume operation. If it is not completed within 30 days, no fixed rental shall be paid till resumption of services.

- b) However, in case of Stand-by compressor services because of less gas availability at an installation for a prolonged duration (continuous one year minimum), OIL may opt for removal of the stand by compressor units. However, in such cases of removal of stand-by compressor units, No-stand-by charges shall be paid.
- c) Maximum no of standby services is limited to 02 (Two) nos. of units (either of category-I or category-II or both). However, if the no. of standby services exceeds 02 (Two) nos. of units, then the contractor shall get the full fixed rental charges.

8.0 CHARGES DURING SHUTDOWN

Whenever there is a shut-down of the Compression services, the following clauses will be applicable during the period of shut-down only:

- a) The Contractor shall be allowed a cumulative of total 30 days (720 hours) scheduled shutdown in a year for each compressor unit effective from the date of commencement of operation of the compressor station. This shutdown period will not be carried over to the next year. That is if the cumulative shutdown period is less than the allowable period of 720 hours in a year, the remaining hours shall not be accounted for in the next year. These 30 days (720 hours) includes all the allowable preventative maintenance jobs also as recommended by OEM also. In such cases 100% fixed rental charges shall be payable to the contractor.
- b) If the cumulative shutdown period exceeds 30 days (720 hours) in a year, 50% (Fifty Percent) of the fixed rental charges shall be payable for the first 10 days (240 hours) exceeding 30 days.
- c) If the cumulative shutdown period exceeds 40 days (960 hours) in a year, 25% (Twenty Five Percent) of the fixed rental charges shall be payable for the next 5 days (120 hours) exceeding 40 days.
- d) If the cumulative shutdown period exceeds 45 days (1080 hours) in a year the fixed rental, charges shall be 'zero' until the compression services resumes.

8.0 CHARGES FOR EXCESS FUEL CONSUMPTION

If fuel gas consumption is more than the limit specified in Clause No. 9. b) of Scope of Work, it shall be charged at the prevailing natural gas price rates fixed by Government of India.

9.0 CHARGES DURING FORCE MAJEURE SHUT DOWN

- a) Force majeure conditions shall be applicable as per Clause 11.0 of Section-I, General Conditions of the contract document.
- b) Daily Fixed Installation Rental Charge for Equipment (all categories) during Force Majeure shall be restricted to 50% of respective charges for the service being provided by Contractor at the time of occurrence of force majeure situation. This will be considered as FORCE MAJEURE RATE.
- c) The Force Majeure Rate shall be payable during the first 15 days period of force majeure situation. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon.

10.0 PENALTY

- a) A penalty shall be imposed @10% of the prevailing gas price considering the daily average gas compressed in last 15 days preceding the shutdown period, if the cumulative shutdown period exceeds 45 (Forty Five) days in a year. The penalty shall be applicable on hourly basis.
- b) The company reserves the right to terminate the contract either in full or part if the shutdown period exceeds 60 (Sixty) days in a year (including 30 days schedule shut down) whatsoever be the cause of shutdown.

END OF SECTION – IV

PROFORMA-A

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

Srl#	Item Description	Qty/ Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable ? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	$E = C \times D$	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".

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

Proforma-B [Priced Bid Format], Proforma-B1[Supply Part] and Porforma-BB[PP-LC][Caluclation of Local Content Services] is enclosed separately as MS-XL sheet in "Notes and Attachment" tab.

BIDFORM

To
M/s. Oil India Limited,
P.O. Duliajan, Assam, India
Sub: IFB No. CDG3620P20

Gentlemen,

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 (One Hundred Twenty) days from the Bid closing date 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 _____ 2020.

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

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 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 tender requirements.

FORM OF BID SECURITY (BANK GUARANTEE)

To:

M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
Duliajan, Assam, India, Pin - 786 602

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

SEALED with the common seal of the said Bank this___day of___2020.

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 suomoto; 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 one or both of the two 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:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee should be as specified in the tender document.

Note:

The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. CDG3620P20 to HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
Duliajan, Assam, India, Pin - 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 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 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 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:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing
bank branch indicating the Tender No. CDG3620P20 to HDFC Bank Limited,
Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh,
PIN – 786602.

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. _____. 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 Terms & Condition;
- (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)
Oil India Ltd.,
P.O.
Duliajan -
786 602
Assam, India

Sir,

Sub: OIL's IFB No. CDG3620P20

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

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

Yours Faithfully,

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

Annexure-VI(c)

**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE
GUARANTEE TOWARDS FINANCIAL STANDING**

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor shall have an annual financial turnover of minimum **Rs. 9.13 Crore** (or equivalent **1.27 million USD**) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date..
4. **"Net worth** of Guarantor should be **Rs. 2.74 Crores** (or equivalent **0.38 million USD**) as per immediate preceding audited financial year result.
5. The Guarantor undertakes to provide financial support to the Bidder for

- executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
- (a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
 - (b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
 - (c) This Guarantee has been issued after due observance of the appropriate laws in force in India.
 - (d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
 - (e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
 - (f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Bidder)

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

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

ANNEXURE-VI(d)

**FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE
PARENT/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:

B. Issuing Bank:

Tender No. CDG3620P20

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

C. 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:

iii) "MT 760/MT 760 COV" for issuance of bank guarantee.

iv) "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN: 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.

ANNEXURE-VII

[On company's Letter Head]

To,

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

Dear Sir,

This has reference to your Tender No. dated 20__ on the subject

We.....(Name of the Company) confirm that we will engage/deploy the services including the key personnel of the Technical collaborator/Subsidiary/Parent company/Joint Venture Partner experience (strike out whichever are 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)

ANNEXURE-VIII

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-IX

PROFORMA UNDERTAKING FROM CONTRACTORS 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 an 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-X

To,

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

SUB: SAFETY MEASURES FOR TENDER NO. CDG3620P20

DESCRIPTION OF WORK/SERVICE:

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.

(Seal)

Date _____

Yours Faithfully

M/s_____

FOR & ON BEHALF OF CONTRACTOR

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To
Oil India Limited

India
Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having _____ its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the

bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

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

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

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this __date of ____20__ at _____

WITNESS NO. 1

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

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

WITNESS NO. 2

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

Attorney as power
of Attorney no. ____
Dated _____

Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG is separately attached as Annexure-XII.

Attached as separate Annexure.

ANNEXURE-E

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. _____ **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 Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

COMMERCAIL CHECK LIST**Bidder's Name:** _____**TENDER NO. CDG3620P20**

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	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 hundred and twenty (120) days from final Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm that currency of quoted prices: (The same will be finally converted to Indian Rupees for evaluation).	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the contract.	
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.	
-----	---	--

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

Signature _____

Name _____

Designation _____

Office Stamp _____

---End of tender---

SCHEDULE OF RATES								Proforma - B	
TENDER NO:			CDG3620P20			Name of the Bidder			
TENDER DESCRIPTION:			Hiring of Gas Compression services on Build Own and Operate Basis (BOO) for collection of LP Gas in 08 (Eight) installations for a period of 04 (Four) years with provision for extension by another 01 (One) year.				Currency of Quote		
Sl. No	Description of Job/ Item	Unit	Quantity	Rate (Per Unit)	Amount (Rate x Qty)	SAC/HSN Code	QUOTED GST RATE IN Percentage	TOTAL (A) including GST rate	
							Select From Drop Down List		
			A	B	C= A x B		D	E= C + (%age of D on C)	
1	FIXED INSTALLATION RENTAL CHARGES, Category-I	FSM	48		0.00			0.00	T1
2	VARIABLE COMPRESSION CHARGES, Category-I	TM2	58400		0.00			0.00	
3	FIXED INSTALLATION RENTAL CHARGES, Category II	FSM	336		0.00			0.00	T2
4	VARIABLE COMPRESSION CHARGES, Category-II	TM2	204400		0.00			0.00	
5	FIXED INSTALLATION RENTAL CHARGES FOR ADDITIONAL COMPRESSOR SERVICE, Category-I	FSM	36		0.00			0.00	T3
6	VARIABLE COMPRESSION CHARGES FOR ADDITIONAL COMPRESSOR SERVICE, Category-I	TM2	43800		0.00			0.00	
7	FIXED INSTALLATION RENTAL CHARGES FOR ADDITIONAL COMPRESSOR SERVICE, Category-II	FSM	36		0.00			0.00	T4
8	VARIABLE COMPRESSION CHARGES FOR ADDITIONAL COMPRESSOR SERVICE, Category-II	TM2	21900		0.00			0.00	
9	RELOCATION OF INSTALLATION, Category-I	LSM	1		0.00			0.00	
10	RELOCATION OF INSTALLATION, Category-II	LSM	1		0.00			0.00	
				TOTAL(T) (Excluding GST)	0.00		TOTAL(T) (Including GST)	0.00	
NOTES									
1	The fixed installation rental charge of each category (T1, T2, T3, T4) must not exceed 70% of the sum of the fixed installation rental charge and variable compression charge for that category, e.g fixed installation rental chrage in T1 <= 70% of (fixed installation rental chrage in T1 + variable compression charges in T1).								
2	Fixed Installation Rental Charges shall be payable to the contractor on monthly basis after satisfactory operation of the compressor package as per the contract								
3	Variable compression charges shall be payable to the Contractor on the basis of actual quantity of gas compressed and delivered at the compressor station battery limit as per gas quantity measured by the flow meter and certified by the representative of both OIL and the Contractor								
4	Fixed Installation Rental Charges for additional compressor service shall be payable to the Contractor on monthly basis after satisfactory operation of the compressor package as per the contract								
5	Variable compression charges for additional compressor service shall be payable to the Contractor on the basis of actual quantity of gas compressed and delivered at the compressor station battery limit								

6	Lumpsum one time installation charge shall be paid to the Contractor after successful relocation of the service to new location as per contract complying all the technical and statutory requirements to the satisfaction of OIL at the new location
7	Bidder to categorically mention the currency of the quote.
8	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 liveable 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.
9	Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The price/rate(s) quoted by the Bidders will be inclusive of all taxes 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 services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.
10	Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
11	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 GST(CGST & SGST/UTGST or IGST).
12	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
13	Price Bid without giving any of the details of the taxes [GST] (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract/order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
14	0 (Zero) % Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the Purpose of evaluation.

CALCULATION OF LOCAL CONTENT-SERVICES

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE				Cost Summary				
				Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LOCAL CONTENT	
							%	Rs./Foreign Currency (To be specified by the service provider)
				a	b	c=a+b	d = a/c	e = c x d
A	I	Cost component Material used cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	II	Personnel & Consultant cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	III	Other services cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	IV	Total cost (I to IV)	Rs./Foreign Currency	0.00	0.00	0.00	#DIV/0!	#DIV/0!
B		Taxes and Duties	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
C		Total quoted price	Rs./Foreign Currency	0.00	0.00	0.00	#DIV/0!	#DIV/0!

Note:-

% LC Service =	$\frac{\text{Total cost (A. IV. c)} - \text{Total imported component cost (A. IV .b)}}{\text{Total Cost (A. IV.c)}} \times 100$
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% LC Service =	$\frac{\text{Total domestic component cost (A. IV a)}}{\text{Total cost (A. IV. c)}} \times 100$
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As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing

No. FP-20013/2/2017-FP-PNG
Government of India
Ministry of Petroleum & Natural Gas

Dil - I/c MM
C.C. DKA
Arora
9/10/19

Shastri Bhawan, New Delhi
Dated 07th October, 2019

To

1. Chairman, IOCL
2. C& MD, BPCL/HPCL/ONGC/GAIL/EIL/OIL/ Balmer Lawrie
3. Managing Director, CPCL/NRL/MRPL/OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Member (BM), PNGRB
12. CEO & MD, ISPRL



CMD's Office N. Delhi
Dy No. M-3047
Date 09/10/2019

Subject: Policy to provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the M/o P&NG - Amended; regarding.

Sir/Madam,

I am directed to refer to this Ministry's letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 on the subject mentioned above. It is stated that several provisions of the Policy have been amended as per the recommendations of the Steering Committee constituted under PP-LC Policy by MoPNG. Amended PP-LC Policy is enclosed herewith for necessary compliance.

Chief MM
[Signature]
11/10/19

[Signature]
7/10/19
(Noas Kindo)
Under Secretary to the Govt. of India
Tel.: 23074370

Copy to:

- a) PS to Minister, P&NG & Steel
- b) PPS/ PS to Secretary/Pr. Advisor /AS&FA, MoPNG
- c) PPS /PS to JS(E)/ JS(M)/JS(GP)/JS(IC)/ JS(R)/ EA/ DDG (IFD), MoPNG
- d) US(Admn.) MoPNG
- e) Ms. Neelam Naval, PR, System Analyst (NIC): with request to upload the letter on website of MoPNG.

Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas- Amended

1 Preamble

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

2 **Definitions**

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.
- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC shall be the value of local components in goods, service and EPC contracts, indicated in percentage.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.

- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
- 2.16 **Target Purchase Preference** is the LC in percentage for the period in force, as set out in the Enclosure-I.

3. Scope

- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;
- 3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.

3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.

3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.

4. Procurement

4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.

4.2 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.

5. Purchase Preference- Linked with Local Content (LC)

5.1 The following provisions may be considered for LC linked Purchase Preference:

5.1.1 In supporting the growth of domestic products, the target of Local Content (LC) in the oil and gas business activities shall be set as contained in Enclosure-I. The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for 10% purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.

5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) LC manufacturers / LC service providers may be granted a purchase preference of 10%, i.e. where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) LC manufacturers /service providers concerned, at the lowest valid price bid.

- 5.1.3 Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified LC manufacturer/ supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1 (i.e. Non Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria).
- 5.1.3.1 However, if L1 bidder happens to be a LC manufacturer, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible LC manufacture for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible LC manufacturer for the entire quantity,
- 5.1.4 Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified LC service provider, subject to matching with L1, if such bidders are available and L1 bidder is not a LC service provider. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.
- 5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.
- 5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.

5.1.7 The procedure for award under the policy along with some examples of typical procurement scenarios is at Enclosure-V.

6. Determination of LC

6.1 LC of goods

6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin;
- b) in the case of manpower, based on INR component.

6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

6.2 LC of service

6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used;
- b) manpower and consultant cost; cost of working equipment/facility; and
- c) general service cost, excluding profit, company overhead cost, taxes and duties.

6.2.3 The criteria for determination of cost of local content in the service shall be as follows:

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin; and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

6.3 Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision: working equipment produced in the country is valued as 100% (one hundred percent) local content; working equipment produced abroad is valued as much as nil (0% percent) local content.

6.4 LC of the EPC Contracts:

6.4.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.4.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.4.3 The spent cost as mentioned in paragraph 6.4.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

6.5 Calculation of LC and Reporting

6.5.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

6.5.2 Sample formats for the calculation of LC of goods, services as well as EPC contracts may be seen at in Enclosure-II, Enclosure-III and Enclosure-IV. Bidder's confirmation on LC shall be based on the calculation shown in these enclosures.

However, these enclosures shall not be required to be included in the bid.

7 Certification and Verification

7.1 Manufacturers of goods and/or providers of service, seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods, service or EPC contracts with the provision as follows:

7.1.2 At bidding stage:

a) Price Break-up:

- The bidder shall provide the percentage of local content in the bid.
- Bidder must have LC in excess of the requirement specified in **Enclosure-I.**

b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

7.1.3 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a

certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content

8 Governance and Supervision

8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local

Content in goods, services and EPC and modify the policy accordingly.

- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

9 Sanctions

- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.
- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

**Table 1: TARGET OF LOCAL CONTENT OF GOODS/SERVICE IN
UPSTREAM OIL AND GAS BUSINESS ACTIVITIES**

Sl. No	Item	Local Content (%)		
		2017-2018	2018-2020	2020-2022
A.	Goods			
1	Tubular (Drilling Pipe, Drill Collar, Casing, Line Pipes, Tubing, etc.)	50	55	60
2	Drilling Mud/Chemicals/Oil Well Cement	40	45	50
3	Pumping Unit	30	35	40
4	Machinery & Equipment	20	25	30
5	Premium Bits	10	15	20
6	Wellhead & X-mass tree			
	a. Onshore	40	45	50
	b. Offshore	10	10	15
7	Down Hole Tools			
	a. Onshore	20	25	30
	b. Offshore	10	10	15
8	Well Completion / Artificial Lift Equipment			
	a. Onshore	20	25	30
	b. Offshore	10	10	15
9	Fuel Oil	5	10	10
10	Lubricant	5	10	10
11	Other Goods	30	35	40
B.	Services			
	Survey, Seismic and Geology Studies			
	a. Onshore	50	50	55
	b. Offshore	10	10	15
2	Logging Services			
	a. Onshore	20	25	30
	b. Offshore	10	10	15
3	Mud Logging	40	45	50
4	Chartering of Rigs			
	a. Onshore	50	60	70
	b. Offshore	20	25	30
5	Specialized Drilling and Completion Services*	10	15	20
6	Engineering Procurement Construction & Installation (EPCI)			
	a. Onshore	50	55	60
	b. Offshore	20	30	35
	(i) Pipeline Projects	20	30	35
	(ii) Well Platform Projects	20	30	35
	(iii) Process Platform Projects	20	30	35
	(iv) Revamp Projects	20	30	35
	c. Deep Water Operations	05	05	05
7	Logistics (including FPSO and Tankers)			
	a. Onshore	75	75	80

Sl. No	Item	Local Content (%)		
		2017-2018	2018-2020	2020-2022
	b. Offshore	15	20	25
8	Air Logistics	15	20	25
9	Dry-docking	50	55	60
10	Other Services	30	35	40
C.	Fabrications			
1	Drilling/Workover Rigs/WSS units Construction			
	a. Onshore	50	30	40
	b. Offshore	20	25	35
2	Offshore Vessels/Rigs Construction	20	25	35

- a. * Specialised Drilling and Well completion services include Direction Drilling, Whipstock, Milling, Coring, Cementing Services, Drilling fluid services, Completion & Production Services, WSS, Well Intervention Services, Fracturing and ROV etc.
- b. The policy is not applicable for HP-HT operations for the time being.
- c. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

**Table 2: TARGET OF LOCAL CONTENT OF
GOODS/SERVICES IN MIDSTREAM AND
DOWNSTREAM**

Items	Local Content (%)		
	2017-18	2018-20	2020-22
Service Contracts	20%	22%	25%
Supply Contracts	20%	22%	25%
EPC Contracts (others)	30%	35%	40%

Note:

1. The proposed policy is not applicable for DMEP and MSME, there being specific policies for those products/ services.
2. The prescribed local content in the above Tables (Table 1 & Table 2) shall be applicable on the date of Notice inviting Tender.

CALCULATION OF LOCAL CONTENT-GOODS

Name of Manufacturer	Calculation by manufacturer Cost per one unit of product			
Cost component	Cost (Domestic component) a	Cost (imported component) b	Cost Total Rs/US\$ c= a+b	%Domestic Component d= a/c
I. Direct material cost				
II. Direct labour cost				
III. Factory overhead				
IV. Total production cost				

Note:

$$\% \text{ LC Goods} = \frac{\text{Total cost (IV.c)} - \text{Total imported component cost (IV.b)}}{\text{Total cost (IV.c)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total domestic component cost (IV.a)}}{\text{Total cost (IV.c)}} \times 100$$

CALCULATION OF LOCAL CONTENT- SERVICE

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE							
			Cost Summary				
			Domestic	Imported Rs/US\$	Total	LC	
						%	Rs/US\$
			b	c	d	e=b/d	f=dxe
A	Cost component						
	I. Material used cost	Rs US\$					
	II. Personnel & Consultant cost	Rs US\$					
	III. Other services cost	Rs US\$					
	IV. Total cost(I to IV)	Rs US\$					
B	Taxes and Duties	Rs US\$					
C	Total quoted price	Rs US\$					

Note:

$$\% \text{ LC Service} = \frac{\text{Total cost (A. IV. d)} - \text{Total imported component cost (A. IV. c)}}{\text{Total cost (A. IV. d)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A. IV. b)}}{\text{Total cost (A. IV. d)}} \times 100$$

CALCULATION OF LOCAL CONTENT – EPC (GOODS AND SERVICE)

A.	COST COMPONENT (Rs/US\$)	Cost Summary				
		Domestic	Imported Rs/US\$	Total	LC	
					%	Rs/US\$
		b	c	d	e=b/d	f=d x e
I	GOODS					
1.	Material used cost					
2.	Equipment cost					
3.	Sub Total I					
II	SERVICES					
1.	Personnel & Consultant Cost					
2.	Equipment & Work Facility Cost					
3.	Construction/Fabrication Cost					
4.	Other Services Cost etc					
5.	Sub Total II					
III	TOTAL COST GOODS + SERVICES					
B.	Non Cost Component					
C.	TOTAL QUOTED PRICE					

Note:

% LC Combination = Total domestic component cost of goods (A.I.3.b)+

$$\frac{\text{Total domestic component cost of service (A.II.5.b)}}{\text{Total Cost (A.III.d)}} \times 100$$

**PROCEDURE FOR AWARD AND SOME EXAMPLES OF TYPICAL
PROCUREMENT SCENARIOS**

1. Procedure for award of contacts under this policy shall be as follows:

1.1. Goods:

1.1.1. For oil and gas sector goods proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid meets prescribed LC as per Enclosure-I, the said bidder will be awarded full value of the order.

1.1.2. If L1 bid does not meet prescribed LC as per Enclosure-I, the value of the order awarded to L1 bidder will be the balance of procurement value after reserving specified percentage (50%) of the total value of the order for the eligible LC manufacturer. Thereafter, the lowest bidder among the eligible LC manufacturer, whether L2, L3, L4 or higher, will be invited to match the L1 bid in order to secure the procurement value of the order earmarked for the eligible LC manufacturer. In case first eligible LC manufacturer fails to match L1 bid, the next eligible LC manufacturer will be invited to match L1 bid and so on. However, the procuring company may choose to divide the order amongst more than one successful bidder as long as all such bidders match L1 and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the tender document itself.

1.1.3. In case all eligible LC manufacturers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value.

1.1.4. Only those LC manufacturers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

1.1.5. Example 1 - Procurement of 50,000 MT Casing Pipes

It is intended to procure 50,000 MT casing pipes. The bid documents should specifically provide preference to LC manufacturers of casing pipes (having local content more than the prescribed level as per **Table 1**) in terms of 50% of procurement value subject to matching of L1 price and on satisfying technical specifications of the tender. Suppose there are five bids. Consider LC as the manufacturer meeting local content requirement (and within 10% of the L1 bidder) as per Table 1 (Attachment 1) and NLC as the manufacturer not meeting local content requirement.

Case 1: After opening of commercial bids, position is like L1: LC1, L2:NLC1, L3: NLC2, L4: NLC3 and L5: LC2, then work will be awarded to LC1 vendor.

Case 2A: After opening of commercial bids, position is like L1: NLC1, L2: NLC2, L3: NLC3, L4: LC1 and L5: LC2. NLC1 qualifies as L1, and LC1 is L4. Then LC1 shall have the option of providing 50% of the procurement value at L1 prices. NLC1 will get remaining 50% of the procurement value.

Case 2B: If LC1 refuses to undertake the tendered work at L1 prices, LC2 should be considered to supply at L1 prices.

Case 3: After opening of commercial bids, position is like L1: NLC1, L2: NLC2, L3: NLC3, L4: NLC4 and L5: NLC5. In this case, no vendor with prescribed local content is available, hence the full order will be awarded to NLC1.

1.2. Services/ EPC contracts:

1.2.1. For oil and gas services/ EPC contracts proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid meets prescribed LC as per **Enclosure- I**, the said bidder will be awarded full value of the order.

1.2.2. If L1 bid does not meet prescribed LC as per **Enclosure- I**, the lowest bidder among the eligible LC service provider, whether L2, L3, L4 or higher, will be invited to match the L1 bid. In case first eligible LC service provider fails to match L1 bid, the next eligible LC service

provider will be invited to match L1 bid and so on. The entire contract would be awarded to the lowest eligible service provider, subject to matching L1 bid.

1.2.3. In case all eligible LC service providers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value.

1.2.4 Only those LC service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

1.2.5 Example 2:

If for a tender where minimum specified LC is 15%, four bidders have been shortlisted for price bid opening and the status of the bidders is as below:

Sl. No	Bidder	Price quoted in Million USD	% of LC quoted
1	L1	200	10
2	L2	206	16
3	L3	210	16
4	L4	215	19

In the above case, L1 bidder has quoted lower than the minimum specified LC. L2, L3 and L4 bidders are achieving/exceeding the minimum LC as per Tender and are within 10% of quoted price of L1 bidder. Hence entire quantity shall be awarded to bidder, to L2 (or if L2 refuses, then L3, L4 in that order). Subject to matching L1 price.

