



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

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com
FAX: (91)374-2803549

FORWARDING LETTER

M/s _____

Sub: IFB No. CDG7586P18 for Charter Hire of 5(Five) nos. Effluent Treatment Plants (ETP) and Management Service for on-shore drilling operation.

Dear Sirs,

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

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL’s e-procurement site for **Charter Hire of 5 (five) nos. Effluent Treatment Plants (ETP) and Management Service for on-shore drilling operation**. 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.	:	CDG7586P18
(ii)	Type of Bidding	:	Online - Single Stage-Two Bid System
(iii)	Tender Fee	:	INR 60,000.00 or US \$ 1000.00 (inclusive of GST) Tender fee should be paid only through the payment gateway available on OIL’s e-Tender Portal. No other mode of payment shall be accepted.
(iv)	Period of Sale	:	04.05.2018 to 24.05.2018
(v)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
(vi)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal

(vii)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(ix)	Bid Opening Place	:	Office of CGM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(x)	Bid Validity	:	120 days from date of Bid Closing
(xi)	Mobilization Time	:	As defined in the tender
(xii)	Bid Security Amount	:	Rs. 43,47,000.00 or US\$ 66,300.00
(xiii)	Bid Security Validity	:	Minimum 150 days from Bid Closing date
(xiv)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACT DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	10% of annualized contract value
(xvi)	Validity of Performance Security	:	Up to 3(three) months from date of completion of contract
(xvii)	Duration of the Contract	:	3(Three) years from the date of commencement of contract with provision for extension by 1(one) year at OIL's option.
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer clause No. 18.0 of General Conditions of Contract
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Last Date of receipt of Queries	:	17.05.2018

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

4.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

4.2 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.

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

4.4 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

4.5 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal after receipt of the requisite cost of the bidding document.

4.6 **EXEMPTION OF TENDER FEE:**

4.6.1 If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries 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 Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder are registered [or they intend to quote against OIL's tenders] with any of the aforesaid agencies.

4.6.2 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having

valid certificates will be exempted from payment of tender fee.

4.7 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view the available open tenders. **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, Ph.: 0374- 2807171/7192.

5.0 **QUERIES/CLARIFICATIONS ON THE TENDER:**

The prospective bidders shall submit their queries/clarifications against the tender through E-mail / Fax /Courier addressed to CGM-Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **17.05.2018**. OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond **17.05.2018** will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.

6.0 **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.
- iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
- v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST)(Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM(IST) at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.

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

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

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

RFx Response Version Number: Active Version RFx Version Number: 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

▼ Notes

Clear

Category Description

Conditions of Participation -Empty-

Bid Invitation/Auction Text -Empty-

Bidder's Remarks -Empty-

Purchaser's Remarks -Empty-

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

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

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

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

On “EDIT” Mode, Bidders are advised to upload “Technical Bid” and “Priced Bid” in the 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, first click on Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to upload the File. Please click on Save Button of the Response to Save the uploaded files.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(B. Brahma)
Manager – Contracts (TS)
For Chief General Manager – Contracts
FOR RESIDENT CHIEF EXECUTIVE

PART - 1
INSTRUCTIONS TO BIDDERS (ITB)

- 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.

A. BID DOCUMENTS

- 2.0** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No. & Type and Tender Fee
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely mobilization
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria, (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) Authorisation for Attending Bid Opening, (Proforma-I)
- (q) Integrity Pact, (Annexure-A)

- 2.1** The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

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 BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab **"Technical Rfx" and** under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

B. PREPARATION OF BIDS

- 5.0 **LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarised English translated version, which shall govern for the purpose of bid interpretation.

5.1 **BIDDER'S/AGENT'S NAME & ADDRESS:**

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

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) TECHNICAL BID (to be uploaded in "Technical Attachments" tab)

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.11 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-A, attached with the bid document to be digitally signed by the bidder.

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.
- (iv) Proforma-BB(PP-LC), if applicable

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 in "Notes & Attachment" Tab. Unit prices must be quoted by the bidders, both in words and in figures.
- 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 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 accordingly. 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 hereunder.

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 a Bank Draft/Bankers’ cheque in favour of OIL and payable at Duliajan, Assam 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.

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 on-line 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/revise 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 2(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 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 to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602. The Bank details are as under:

	Bank Details of Beneficiary	
a	Bank Name	AXIS BANK LTD
b	Branch Name	DULIAJAN BRANCH
c	Branch Address	DAILY BAZAR, JYOTI NAGAR,DULIAJAN , DIST. DIBRUGARH, ASSAM , PIN 786602 State: ASSAM
d	Banker Account No.	910020040028220
e	Type of Account	Current Account
f	IFSC Code	UTIB0001129
g	MICR Code	786211302
h	SWIFT Code	AXISINBB140
i	Contact No.	+919706011291
j	Contact Person Name	RUPAM BHUYAN

k	Fax No.	03742800089
l	Email Id	duliajan.branchhead@axisbank.com

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** 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.

C. SIGNING & SUBMISSION OF BIDS:

14.0 SIGNING OF BID:

- 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 only 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 to be made to a document after uploading, the same may be deleted and such revised document is to be Digitally Signed again before uploading. It is advised to delete the unwanted documents before submission of the response. The Power of Attorney 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 authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.
- 14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 14.4 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.
- 14.5 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 Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are 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 in the attachment link under “Notes & Attachments” Tab under General Data in the e-portal. **No price should be given in the “Technical Attachment”, otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should

necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs(IST) on the bid closing date indicated in the IFB:

- i) The Original Bid Security along with 1(one) copy
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

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 mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

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. However, an

authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

- 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.
- 21.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 21.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

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 closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. 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 Document.

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 21.5**.
- 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 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

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 2(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 2(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 3(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 mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 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 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 33.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

34.0 INTEGRITY PACT:

- 34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A** 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 The names of the OIL's Independent External Monitors at present are as under:

- a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;
E-mail: rajivmathur23@gmail.com
- b. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India;
E-mail: satyanandamishra@hotmail.com
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC;
E-Mail id: jagmohan.garg@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)

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 shall be applicable in this tender. The details clauses applicable for this tender are as under:

- 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) shall be required to meet / exceed the target of Local Content (LC) of **30%.**

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. _____.”

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).”

Note: 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) 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 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 L1 price. The remaining will be awarded to L1 (i.e. NLC 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-27011/44/2015-ONG/II/FP dated 25.04.2017.

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
- c) 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 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. **37.2.1**, 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

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause **37.2.2**.

37.10.1.2 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

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 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 (**Annexure-C**) equivalent to the amount of PBG.

END OF PART - 1
&&&&

PART – 2
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.

A. TECHNICAL EVALUATION CRITERIA

Bidder must meet the following criteria failing which offer shall be rejected:

1.0 EXPERIENCE CRITERIA:

The bidder must have the following experience during the last 7 years as on the original bid closing date:

- 1.1 The bidder shall have experience of providing Effluent Treatment and Management services for minimum 03 (three) years with at least one **similar nature** ETP unit as on original bid closing in any Drilling Rig to E & P companies within last 07(seven) years.

'Similar Nature' means providing Effluent Treatment and Management services of same or higher capacity with centrifuge for Drilling Rig operation as noted below.

- 1.2 The bidder shall have the experience of providing operation and maintenance services of ETP with centrifuge and Management services sufficient to handle minimum 150 cubic meters of liquid effluent per day and 50 cubic meters of solid effluent input per day with the help of bidder's own/leased ETP unit to any E & P companies.

- 2.0 **Mobilization:** Bidder has to confirm mobilization of all the 5 (Five) sets of ETP along with personnel within 120 (One Hundred and twenty) days from date of issue of the 1st mobilization notice. However, OIL reserves the right to mobilize each of the ETP in a phased manner and in that case the separate call out notice will be issued for each ETP. Offers indicating mobilization time more than 120 days from the date of issuance of mobilization notice for the ETP(s) will be rejected.

- 3.0 Bidder must submit necessary documentary evidences as noted below in support of the technical experience under the clauses A.1.0 above:

(a) Documentary evidence(s) in the form of relevant pages of the contract(s) executed showing detailed address(es) of client(s), scope of work and work order(s) along with completion certificate(s)/payment certificate(s) issued by the client(s) or any other document(s) which supports the 03 (Three) years' experience.

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

5.0 **Identification of ETP:**

- i) All the bidders are required to confirm the availability of ETP unit at the time of submission of bid with documentary proof thereof, confirming availability of the ETP for this contract.
- ii) In case owner of the ETP unit himself is the bidder, the certificate confirming availability of the ETP unit for this contract, shall be furnished by owner himself.
- iii) In case of leased ETP/proposed purchase of ETP, the bidders who do not own the ETP at the time of submission of bid, are required to submit along with un-priced bid, i.e. Technical bid, the original Memorandum of Understanding/Agreement of lease/purchase of ETP, concluded with the owner of the ETP, specially for this tender, with documentary proof of ownership of the ETP in the form of any document for the ETP. The above MOU/Agreement must be valid through validity of the bid. In case of leased ETP, the successful bidder shall be required to keep the MOU/Agreement valid for the period of contract and any extension thereof.
- iv) The bidder would not be allowed to substitute the ETP once offered by them in their bid during the period of bid validity. The bidder shall mobilize the ETP units evaluated to be techno-commercially acceptable by OIL.

6.0 The Bidder shall have to confirm to provide Effluent Treatment and Management services of same or higher capacity with centrifuge and should be as per the Scope of Work and conforming to the technical specification as laid down in the bid document.

7.0 The vintage of the offered ETPs should not be more than 03(Three) years old as on the original bid closing date of the tender or should be brand new. Necessary documents in case of vintage ETPs should be submitted along with the bid or in case of Brand new ETPs, a declaration to the affect to be submitted along with the bid.

B. FINANCIAL EVALUATION CRITERIA:

1.0 The bidder must have annual financial turnover of at least of **Rs. 6.99 Crore (or 1.07 Million USD)** in any of the preceding three (3) financial years as per the Audited Annual Reports.

2.0 "**Net Worth**" of the bidder should be positive for the preceding financial/ accounting year. In case, Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited so far.

3.0 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**.

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, bidders have to provide documentary evidence for the same.

4.0 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ 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 US\$.

C. COMMERCIAL EVALUATION CRITERIA:

1.0 Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both “Technical” and “Commercial” Bids in electronic form through online OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender and the Commercial Bid as per the **PRICE BID FORMAT**.

2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account. Bids with adjustable price terms will be rejected.

3.0 Bids with shorter validity will be rejected as being non-responsive.

4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL’s CGM-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. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

5.0 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.
- 6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 7.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 10.0 Bids documents shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 11.0 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 initialled by the person or persons who has/have digitally signed the Bid.
- 12.0 Any Bid containing false statement will be rejected.
- 13.0 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.
- 14.0 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.
- 15.0 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 Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage and penalty clause
 - vii) Safety, Environment & Labour Law
 - viii) Termination Clause
 - ix) Integrity Pact
- 16.0 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

D. BID EVALUATION CRITERIA:

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

- 1.0 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.
- 2.0 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 3(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.
- 3.0 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 for which the crew and equipment are utilized / engaged during the currency of contract and for calculating hourly / day rates, the monthly rates will be pro-rated.
- 4.0 Bidders to note the following:
 - (a) Quoted rates against Mobilization and demobilization charges should be restricted to 5% of the 1(one) year contract cost of each ETP unit. If bidders quote in excess of 5% and in case of award of contract, the excess amount shall be paid at the end of the contract along with the final invoice.
 - (b) Payment towards Force Majeure day rate shall be 50% of Operating rate. Bidders are not required to quote for 'Force Majeure day rate'.
- 5.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under Section-IV and the summarized price schedule format vide enclosed Proforma-B.
- 6.0 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:

Bid will be evaluated as under:

1. Mobilization charges of 1(one) unit, Lump sum, One time only, TM = M
2. Demobilization charge of 1(one) unit, Lump sum, One time only, TD = D
3. Total Operating day rate charge of 1(one) unit for 3 years, TOP = ODR x 630 days (Considering 3 ILM per year with 15 days each)

4. Interim Demobilization Charge (TID) = ID (05) in 3 years
5. Interim Mobilization Charge (TIM) = IM (05) in 3 years
6. Total Inter-location movement charges (for movement within a distance of 30 Kms), TILM1 = ILM x 09
7. Total Inter-Location Movement charges on Kilometrage basis for movement in excess of 30KM, TILM = ILM1 x 150
8. Total Standby rate charge, TSR = SDR x 330 days

Evaluation for total contract cost will be calculated as under:

TOTAL ESTIMATED CONTRACT COST FOR A PERIOD OF THREE YEARS including all Taxes & Duties except GST which shall be extra to OIL:

$$T = 5 \times \{TM + TD + TOP + TID + TIM + TILM + TILM1 + TSR\}$$

NOTE: The items M, D, ODR, SDR, ID, IM, ILM & ILM1 are as defined in Schedule of Rates (Section-IV)

E. GENERAL

- 1.0 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.
- 2.0 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.
- 3.0 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.
- 4.0 **CUSTOMS DUTY:** In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @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.

- 5.0 **PURCHASE PREFERENCE CLAUSE for MSME:** 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.

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 **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.

6.0 PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP-LC):

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 shall be applicable in this tender.

- 6.1 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 Part-1 (ITB)** and shall have to submit all undertakings / documents applicable for this policy”.
- 6.2 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match its rates with that of L-1 bidder. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder.
- 6.3 When MSE is already L-1 in the tender evaluation, contract shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.
- 6.4 In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per ‘PPP for MSE-Order 2012’.

- 6.5 In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 10% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.
- 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 of the provisions of the Act shall attract penal action under the Act.

END OF PART-2

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) "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 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 as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.

2.2 **MOBILISATION TIME:** The mobilization of equipment, personnel etc. of each Effluent Treatment (ETP) Unit should be completed by Contractor within 120 days

from the individual Mobilization notice for each ETPs by the department. This notice will be issued depending on the availability and readiness of drilling location. Mobilization of each ETP unit shall be deemed to be completed when Contractor's particular unit complete with all equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

- 2.2.1 Interim de-mobilization: ETP and Personnel as per the scope of work as indicated by OIL shall have to be de-mobilized on interim basis by the Contractor within 21 (twenty-one) days' notice period from the date of issuance of interim de-mobilization notice.
- 2.2.2 Interim re-mobilization: ETP and Personnel as per the scope of work as indicated by OIL shall have to be re-mobilized on interim basis by the Contractor within 15 (Fifteen) days from the date of issuance of interim re-mobilization notice.
- 2.2.3 Final de-mobilization: ETP and Personnel as per the scope of work as indicated by OIL shall have to be de-mobilized by the Contractor within 21 (twenty-one) days from the date of issuance of final de-mobilization letter for each ETP. However, no charges will be payable from the date of issue of the final de-mobilization notice.

Note: The succeeding day of issue of mobilization notice shall be counted as day 1 for the purpose of Mobilization period.

- 2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects for the individual ETP unit as certified by the Company's representative will be treated as the date of Commencement of Contract.
- 2.4 **DURATION OF CONTRACT:** The contract shall be initially for a period of 03 (three) years from the individual commencement date of the units with an option to extend the contract period for another 1(one) year at the discretion of Company at the mutually agreed rates, terms and condition, but with a rate not higher than the originally quoted rate. The terms and conditions shall continue until the completion/ abandonment of the last well being drilled at the time of the end of the Contract.
- 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 way.
 - 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 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the

rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

- 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. The period of time for which each rate shall be applicable shall be computed from and to the nearest hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Section-IV. These rates are payable when the required condition has existed for a full 24 hours period. If the required condition existed for less than 24 hours, then payments shall be made on pro-rata basis.

- 4.2 Allow Contractor 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 this contract.

5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

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

- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the company.

- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/ field site, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard. However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own establishment on chargeable basis.

- 5.4 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 they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.
- 6.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

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 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 the 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 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 the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. 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, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 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.
- 8.8 GST: The price excludes GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. However, the liability for payment of the GST to the appropriate authority in case of Indian bidders and/or overseas bidders having registered office establishment in India will lie on the Contractor. In case of foreign Contractor who does not have registered office establishment in India, the GST shall be paid to the tax authorities by the Company, on behalf of such 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/vendor 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 / vendor 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/vendor, 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/vendor 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 / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor 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/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 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 vendor 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 authorised representative. GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:
 - (i) The original copy being marked as ORIGINAL FOR RECIPIENT;
 - (ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - (iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

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 vendor 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 vendor 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 or 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 72 (seventy-two) hours after its occurrence the 'force majeure' rate shall apply for the first 10(ten) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond 10(ten) 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 10(ten) 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 contract or 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 12.0 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 12.1 to 12.6 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
Upto Rs. 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 pendente-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)
Upto Rs. 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 pointed 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, Dept. 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 13.1 & 13.2 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) <u>For contractual matters</u>
CGM (Contracts)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Fax No. 91-374-2803549
Email: contracts@oilindia.in | b) <u>For technical matters</u>
CGM (Drilling Services)
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India
Fax No. 91-374-2804254
Email: drilling@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-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority / engineer in charge the details like Name, Registration No., Address, Contact No. details of material and value of procurement made, etc. of such enterprises shall be furnished by the Contractor at the time of submission of invoice/bill."

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 @ 0.5% of each Effluent Treatment (ETP) Unit contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in Clause No. 2.2 of Section-I. The above LD will be calculated for each ETP separately.
- Note:** For interim mobilization, LD will be applicable @ 0.5% of the one year Contract value [each ETP].
- 18.2 If the Contractor fails to mobilise within the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.
- 18.4 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 shall furnish to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of annualized estimated Contract Price) with validity of 3(three) months 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/chemist 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 labour 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 labourers should conform to the provisions of labour laws as per contract Labour (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 **INDEMNITY AGREEMENT:**
- 23.1 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/properly 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.
- 23.2 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/properly 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.
- 24.0 **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.
- 25.0 **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).

26.0 **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:

- i) For non-completion of jobs assigned as per Section-II.
- ii) Contractor's indebtedness arising out of execution of this Contract.
- iii) Defective work not remedied by Contractor.
- iv) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- v) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
- vi) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- vii) Damage to another Contractor of Company.
- viii) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- ix) 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 unauthorised imports.

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

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.

27.0 **APPLICABLE LAW:**

27.1 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.

- 27.2 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) The AGST Act, WB & Bihar Tax Act
 - l) Service Tax Act
 - m) Customs & Excise Act & Rules
 - n) Assam, West Bengal and Bihar Entry Tax Act
- 28.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised 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 authorised 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.
- 29.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.
- 30.0 **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.

- 31.0 **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.
- 32.0 **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.
- 33.0 **LIMITATION OF LIABILITY**: Notwithstanding any other provisions herein to the contrary, except only in cases of wilful 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 50% 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.

END OF SECTION – I

Part-3
SECTION: II
TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

- 1.0 **INTRODUCTION:** This section establishes the scope and schedule for the work to be performed by the Contractor and describes the specifications, instructions, standards and other documents including the specifications for any materials, tools or equipment, which the Contractor shall satisfy or adhere to in the performance of the work.
- 2.0 **DEFINITION OF WORK:** To provide 05 (Five) Nos. of Compact Effluent Treatment Plant(ETP) with centrifuge and Management service in onshore drilling wells for a period of 3 (three) years. Capacity of each ETP unit be sufficient to handle minimum of 150 cubic meters of liquid effluent per day and 50 cubic meters of solid effluent input per day. The Effluent Treatment Plant with associated tools/equipment & accessories and service provided by the Contractor will be utilized in different drilling rigs in its operational areas of Oil India Limited under Field Head Quarter (FHQ) at Duliajan, Assam for treatment and management of liquid effluent as well as solid waste generated during drilling (straight or deviated wells -cluster locations) wells having depth 5000 meters and in some cases depth of well may go up to 6200m.
- 2.1 **SCOPE OF WORK INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONLY (For Each ETP):**
- a) Collection of drill cuttings/solid waste & liquid effluent generated from drilling activities during drilling operation for 24 hours a day in a drilling well/ location. (Drilling effluent expected characteristics required for treatment is enclosed in Annexure - IIA & IIB).
 - b) Separation and treatment of liquid effluent generated during drilling operation every day.
 - c) Collection & disposal of drill cuttings/solid waste including solid cakes(sludge) generated from mechanical separation unit of the ETP at the designated area inside wellsite every day.
 - d) Treatment of the liquid effluent so as the output of ETP (final output) shall conform to the standard of SPCB/CPCB (as per Annexure - III).
 - e) To make the treated liquid effluent ready for Re-circulation for industrial use and rig utility, if the situation permits.
 - f) The liquid treatment process shall be of chemical separation and of mechanical separation using horizontal centrifuge.
 - g) The liquid and solid cake(sludge) from the ETP shall conform to the recent CPCB (Central Pollution Control Board) and SPCB (State Pollution Control Board) norms and follow MoEF (Ministry of Environment & Forest) guidelines published time to time.

- h) To carry out testing of treated water of well site/ drilling location as per Annexure-IV and provide test results to the Company on regular basis.
- i) Transportation of the unit from one location to the next location to be done by the Contractor. Crane service for loading and unloading at well site will be provided by Company.
- j) To collect oil/grease separated from effluent and store in a suitable container for further disposal by the Company supplied empty barrels. However, OIL shall take responsibility to dispose the collected oil in the barrels.
- k) Provisions for pumps and pipe lines for recirculation of treated water to storage tank of OIL within the boundary of the well site/drilling location is to be made by the Contractor.
- l) To install Flow meters in the outlet are to be fitted on treated water line for monitoring quantities. Minimum one number of additional flow meter should be made available with the plant.

3.0 **AREA OF OPERATION:**

3.1 The area of operation as planned for this contract shall be in Assam and Arunachal Pradesh of India. However, the ETP unit may be required to transfer to any operational area of OIL. If the unit needs to be transferred outside Assam and Arunachal Pradesh, the mobilisation charge/ILM for that shall be fixed at mutually agreed rate. All other rates shall remain unchanged.

3.2 The following information is for general guidelines to the bidders. Company is not responsible for any deviation of figures being spelt out or met with for reason beyond their control.

- (a) Maximum width of the well site approach road = 3.66 m
- (b) Turning Radius = 15m (Generally), 12 m (exceptionally)
- (c) Maximum allowable unit load inclusive of tare weight for class AA loading = 50 tons
- (d) Maximum overhead clearance = 4.25 m
- (e) Highest recorded wind velocity in Assam = 80 km/hour
- (f) Max. recorded ambient temp = 45 deg. Celsius
- (g) Min. recorded ambient temp.= 5 deg. Celsius
- (h) Weather Pattern : Frequent rains from May/June to September/October and Occasional during the remaining period
- (i) Nature of top soil : Usually clay/Alluvium/ Unconsolidated
- (j) Source of water - Through shallow bore wells. Usually available at well Site. Otherwise from bore well situated at convenient Locations. Depth of bore well 15/50m.
- (k) Average annual rainfall : 250 / 300 cm
- (l) Humidity - max. 98%
- (m) Allowable axle load rating of weakest section of road # 12 Tons
- (n) The approximate well plinth area is 8000 - 9000 sq. m.
- (o) The content of solid effluent may be sand, shale, clay, coal, silt, mudstone, sandstone and other minerals/

- (p) The approximate volume of solid effluent may be up to 80 cubic mtr during drilling of upper section of the hole.

4.0 **PRESENCE OF CO2 & H2S:** Presence of CO2 is expected in the wells. The wells are expected to be H2S free. Accordingly, the equipment/tools etc. to be offered by the Contractor shall be for generally H2S free environment.

5.0 **TECHNICAL SPECIFICATION OF THE EFFLUENT TREATMENT PLANT [ETP]:**

The contract includes supply of ETP package including haulage and transportation and its services. The ETP unit offered against this contract shall have the following -

5.1 **GENERAL REQUIREMENT:**

- i) The ETP unit offered shall be compact in design and skid mounted having capacity to handle minimum 150 cubic meter of liquid effluent and 50 cubic meter of solid waste including solid cakes generated from centrifuge as well as mechanical separation unit every day.
- ii) The liquid after treatment shall conform to following three conditions which is the most stringent and for the purpose, the Contractor must consider the cost involvement to achieve such output:
 - (i) SPCB standard as in Annexure - III.
 - (ii) To be reused as per requirement of OIL.
 - (iii) The liquid and solid cake (sludge) from the ETP shall meet the recent CPCB (Central Pollution Control Board) and SPCB (State Pollution Control Board) norms and MoEF & CC (Ministry of Environment, Forest & Climate Change) guidelines.
- iii) The liquid treatment process shall be of chemical separation and of mechanical separation using horizontal centrifuge as per 5.3 below.
- iv) The ETP unit should have proper handling system to transfer the accumulated solid effluent waste.
- v) The unit shall be in full operating condition from the spud in date to the date of issue of ILM of the designated Rig.
- vi) The ETP unit offered shall be brand new or of a vintage of 3 years (maximum).
- vii) The ETP unit shall have Flow meters in both the inlet and outlet line for monitoring quantities and at least one number of additional flow meter should be made available with the plant as spare.

5.2 **CHEMICAL REQUIREMENT:**

- (i) No Chemical which is identified banned by GOI or WHO must not be used and OIL reserves right to ask the certification from recognised lab to certify the same.
- (ii) Liquid output after treatment should meet all the criteria as per **Annexure-Chem.**
- (iii) MSDS and product description of the used chemicals must be submitted to OIL.
- (iv) An eyewash as per IS standard to be provided.

ANNEXURE-CHEM:

Sl. No.	Parameters	Permissible Limit (not to exceed) SPCB
1	pH	5.5 -9.0
2	Temperature	40° C
3	Suspended Solids	100 mg/L
4	Oil & Grease	10 mg/L
5	Phenolics	1.2 mg/L
6	Cyanides	0.2 mg/L
7	Fluorides	1.5 mg/L
8	Sulphides	2.0 mg/L
9	Chromium (Hexa)	0.1 mg/L
10	Chromium (Total)	1.0 mg/L
11	Copper	0.2 mg/L
12	Lead	0.1 mg/L
13	Mercury	0.01 mg/L
14	Nickel	3.0 mg/L
15	Zinc	2.0 mg/L
16	BOD	30 mg/L
17	COD	100 mg/L
18	Chlorides	600 mg/L
19	Sulphates	1000 mg/L
20	Total Dissolved Solids	2100 mg/L
21	Percent Sodium	60 mg/L

5.3 CENTRIFUGE:

- The Centrifuge should have the capacity of 8 Cu Meter per hour for LGS (low gravity solid) separation.
- The Centrifuge must have proper control device and emergency shut system.
- All the rotating part must be covered.

5.4 GAUGES:

- All the pressure gauges and flow meter must be of standard type with having IS certification.
- OIL has right to inspect the gauges and the gauges may be tested for proper calibration in OIL's own workshop.

6.0 OTHERS:**6.1. DESIGN & ACTIVITIES:**

- The contractor shall forward the necessary details indicating the activities of the each component of the offered ETP for company's approval.
- The Contractor shall submit the plant layout along with operating manual of the offered ETP for Company's approval.
- The Contractor shall forward the list of consumables required.

- d. The Contractor shall indicate the best time schedule for on-site erection and commissioning of the unit.

7.0 **ERECTION & COMMISSIONING:**

- a. The Effluent Treatment Plant shall be erected and ready for operation before spud-in of the well.
- b. The execution, erection, pre-commissioning, commissioning and P.G. test shall be finalized as per time schedule for liquid effluent.
- c. OIL shall provide water for commissioning and initial testing of ETP unit.
- d. Electrical power will be provided by the Company for necessary commissioning of the plant. However, power to the ETP unit will be provided only after the Contractor submits to Oil India Limited, a list of values of Insulation resistance of all motors deployed in the ETP and earth resistance values, at each drilling well. This list should include details of the Insulation tester & Earth Tester used for testing the motors / Earth values. Such list should be signed by competent electrical technical personnel. This list shall be submitted once at the beginning of each drilling well, before electrical connection is provided to the ETP. These reports are to be submitted within 48 Hrs from the final placement of the ETP.
- e. Contractor shall provide Oil India Limited with a list of equipment used in the ETP, with all details as per CEA Regulation 95 (1); in Schedule XI of CEA Regulations, and as per Form II of Schedule IV of CEA Regulations. This shall be provided once at the beginning of each drilling well. Such list should be signed by competent electrical technical personnel. Apart from equipment contained in this list, Contractor shall not connect any additional equipment without prior written approval of Oil India Limited.

7.1 **OPERATION & MAINTENANCE:**

- a. The operation and maintenance of the ETP unit and accessories shall be Contractor's responsibility.
- b. Sufficient nos. of spares shall be kept available by the Contractor for unhindered operation of the unit.
- c. Record of maintenance of each critical component of the ETP unit shall have to be maintained by the Contractor.

7.2 **INTER LOCATION MOVEMENT (ILM):** After completion of a well, Company shall issue notice to Contractor for Inter Location Movement (ILM) of the ETP Unit along with accessories. After receipt of notice, Contractor shall immediately start ILM operation to the next Location. Company shall provide only Crane services, free of charge, for loading and unloading of the ETP unit at sites. All other activities for ILM of the Unit shall be the responsibility of Contractor. The ETP unit shall have to be fully operational at the end of completion of ILM.

8.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR:**

- a. Contractor warrants that they 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 immediately, 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.

- b. 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 & from Duliajan/field site, enroute/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.
- c. Contractor's key personnel shall be fluent/accustomed in English language (both writing and speaking).
- d. Contractor will have to deploy manpower as mentioned in clause 8.1 below to carry out the required operations under the contract. The deployment pattern will be as mentioned in the table.

8.1 LIST OF KEY PERSONNEL TO BE DEPLOYED BY CONTRACTOR AGAINST EACH ETP:

Sl. No.	Personnel	Classification	Nos. of person per shift	Working Hours	Day-time shift	Night-time Shift	Total Per day
1.	Shift Operator	Skilled	1(one)	12 Hrs	1	1	2
2.	Electrician	Skilled	1(one)	12 Hrs	1	1	2
3.	Helpers	Unskilled	4(Four)	12 Hrs	4	4	8

NOTE:

- Above are the minimum quantity of personnel that has to be deployed by the Contractor against the contract. However, depending upon the job requirement/situation and to successfully execute the scope of work, Contractor may have to deploy additional manpower if instructed by Company on operational need.
- The personnel deployed should be given due off and the same has been described in Clause 8.3 below.
- A Base Manager to be appointed for the project for day to day liaising with OIL.

8.2 DETAILED EXPERIENCE AND QUALIFICATION OF KEY PERSONNEL:

(i) SHIFT OPERATOR:

Qualification & relevant experience:

- a) Shall have degree of Bachelor of Science/Class 12th pass with chemistry as a subject from Govt. recognized University and with minimum 03(Three) years of experience in operation of effluent treatment plant in any company.
- b) Should be of sound health.
- c) Shall be having knowledge of prevalence of the DGMS, OISD & MoEF guidelines and submit return at specified intervals.

(ii) ELECTRICIAN:

Qualification & relevant experience:

- (a) Qualification:** ITI Electrician from Govt. Recognized ITI and having valid Electrical workman permit (with parts I & II) issued/recognised by Licensing Board, Assam.
- (b) Experience:** 02 Years in any similar plant.
- (c) Electrical jobs Know how:** Electrician should be able to execute Electrical jobs like connection, disconnection, testing operation & maintenance of Electrical equipment of ETP (Ref to OMR-1984, Regulation 81 & CEA Regulations 2010, Regulation 3 & 4).

8.3 APPROVAL OF CONTRACTOR'S MANPOWER:

- (i) Contractor shall have to obtain prior approval from the Company before deployment of personnel in the ETP unit. Applications seeking approval shall have to be submitted by the contractor atleast 15 days ahead of proposed date of deployment.
- (ii) Following documents shall have to be submitted along with the request letter for manpower approval:
 - a. Bio-data of the candidate with photograph.
 - b. Photo copy of relevant documents in support of qualification and experience of personnel as mentioned in Clause No. 3.2 of contract (Scope of work) (original to be produced on demand).
 - c. Copy of experience certificates (original to be produced on demand).
 - d. Undertaking from Contractor's personnel for not claiming employment or any service benefit available to Company's employee as per format given.

8.4 CREW DEPLOYMENT PATTERN AND WORKING HOURS:

Contractor shall engage crew as defined in Scope of work of the contract. The working hours for the ETP operation shall be round the clock and in two 12(twelve) hourly shift. However, the "on & off" must be in accordance to periodicity must conform to the Gazette Notification No S.O.1658(E) dated 30th June 2014 issued by The Ministry of Labour & Employment, Govt. of India

9.0 DAILY PROGRESS REPORT:

- i) The daily progress report will be prepared and signed by shift operator separately for each 12 hours. The template will be provided by OIL and supply of the same is responsibility of contractor.
- ii) The report shall have to be counter signed by Shift-in-charge of the Rig where the ETP is deployed in case of operation run by OIL's own crew and officials. For rig operation run by contractor's personnel (MMC), the report shall have to be countersigned by Rig Superintendent or Tool Pusher of the rig or as advised by OIL.
- iii) Penalty will be levied as described under clause 19.0 of Section-III in case daily progress reports are not submitted.

10.0 TRANSPORTATION:

a. OIL's Responsibility:

Requirements of crane(s), during installation/dismantling & inter-location movements shall be provided by the Company. Any additional requirement of crane(s) arising out of operational requirement of the ETP unit, as decided by Company, shall also be provided by the Company.

b. **Contractors Responsibility:**

Transportation of contractor's personnel & their material including consumables and spares from camp site/ base to drill site and between drilling sites shall be the responsibility of the contractor. Transportation of ETP unit to the forward location during Inter Location Movement (ILM) shall be the responsibility of Contractor. Company shall provide only the crane services for loading and un-loading of the ETP unit during ILM.

11.0. **ELECTRICITY:**

Note: All references to CEA Regulation shall be taken to mean the CEA Regulation (Measures relating to safety and Electric Supply) Regulations, 2010; and its latest amendments.

A. GENERAL:

- i) OIL's Responsibility: Supply of electrical power requirement for the entire ETP Unit as well as for area lighting. However, for providing electrical power, it will be guided by Clause no. 7.0 (d) & (e) above.
- ii) The electrical power to the ETP unit shall be supplied at 415 (+/-10%) Volts AC, 3 phase, 3 wire (no neutral), 50Hz; through BCH make sockets of appropriate rating; and be limited to 50 kW (inclusive of lighting load).
- iii) OIL shall supply electrical power from its socket board at the AC-PCR in the drilling site (details regarding configuration to be given in the tender). All arrangements, including cables, suitable plug and other accessories, if any to receive the power from OIL's supply point are the responsibility of Contractor. Contractor shall match this power receiving equipment to OIL's existing equipment.
- iv) Contractor's Responsibility: All the electrical equipment such as motors, light fittings, push button stations, plug & sockets, junction boxes, motor starters etc. of the ETP unit offered by the Contractor to be used in hazardous area should be certified for the flameproof-ness by CMRI/CIMFR or equivalent authority and must be approved by DGMS for use in Zone 1 and 2 hazardous areas of oilfields, Gas groups 2A and 2B. In case of equipment of Indian origin, DGMS approval details should be engraved on the name plates of such equipment.
- v) The Contractor should provide necessary Electrical test reports for providing electrical connections to the ETP at the new location to our Electrical competent person at site within 48Hrs of completion of final placement of the ETP.
- vi) Cables used in hazardous areas should be as per recent DGMS guideline. Suitable power cable to receive the power from panel of 150 M length is to be provided by the contractor.
- vii) Both the male and female part of the Plug socket is contractor's responsibility (Details of PCR Panel from where power will be provided to be indicated in the bid).

- viii) Plant & area lighting of the ETP is the responsibility of the contractor. OIL has the right to make illumination survey to inspect the adequacy of illumination as per its internal / OISD / statutory standards. If the illumination levels are found not adequate, then the contractor shall rectify the same.
- ix) If, during inspections by Statutory agencies / Government authorities or safety committees, any improvement, shortfall or defect in the ETP or its operation is identified, it shall be incumbent upon the contractor to implement the suggested measures immediately.
- x) Contractor shall maintain sufficient electrical spares on hand, to cover routine, normal maintenance requirements.

B. OTHER ELECTRICAL REQUIREMENTS:

- i) All earthing should be of 25mm GI strip only. The earthing system shall be in accordance with provisions in CEA Regulations, as well as relevant Indian Standards.
- ii) Double and distinct earthing should be ensured for all the electrical equipment and structure. All earthing electrodes shall be properly numbered, and a record of their resistances kept in a special register. The same shall be maintained per applicable standards like OISD-STD-137.
- iii) All power-supply to Hazardous area lighting at the ETP shall be from 230VAC phase to phase power supply, with the neutral /mid-point earthed, in accordance with CEA Regulation # 102 (ii) (b).
- iv) Contractor shall maintain a daily log, to note details of operation of the ETP, as well as incorporating specific provisions of Schedule XIII of CEA Regulations. This shall be inspected by OIL from time to time.

C. MOTOR SPECIFICATION: (FLP)

- i) Flame proof, squirrel cage induction motor suitable for hazardous areas of oilfields, Zone I and Gas group IIA& IIB, and, conforming to IS/IEC 60079-1.
- ii) Motor, Terminal Box, Push Button switch and Double Compression Cable Gland shall be of flameproof construction (Type Ex-d), suitable for use in oilfield hazardous area, Zone-I and Gas group IIA & IIB and conform to IS/IEC 60079-1.
- iii) DGMS Approval - The motors and associated push-button starters etc. shall be flame proof and suitable for Group IIA, IIB gases. All the electrical items used in the system should be certified by CIMFR - Central Institute of Mining and Fuel Research, (earlier CMRI -Central Mining Research Institute) of India OR internationally accepted/recognized equivalent authority of country of origin to use in "Hazardous area Zone 1 and 2",

suitable for Group IIA, IIB gases, and approved by DGMS (India) for use in oilfields, in the said hazardous zones and gas groups.

- iv) Copies of DGMS approvals for all applicable equipment shall be submitted to OIL before commissioning each ETP. If during operation, any approved equipment is replaced by new equipment for any reason, copies of DGMS approvals for all such new equipment shall also be submitted to OIL.
- v) All equipment / items requiring DGMS approvals shall have valid DGMS approval certificates, pertaining to the item/equipment offered, as on date of supply. In case contractor is unable to provide a valid DGMS approval, he may obtain permission for field trial from DGMS, and supply the equipment/items.

D. SAFETY PROVISIONS (ELECTRICAL):

Note: These provisions are in addition to general and statutory safety provisions, as well as generally accepted safety norms at Drilling Sites; and not a replacement thereof.

- i) Contractor shall follow a process of electrical permit-to-work whenever any work is undertaken which involves shutting down electrical equipment at the ETP. This shall be through a written “permit to work” document as per relevant IS or OISD 105/137.
- ii) Contractor shall maintain the following minimum electrical instruments at each drill-site:
 - Earth Resistance Tester (Earth Megger)
 - Electrical Multimeter
 - Clamp-on meter
 - Insulated Electrical tools
- iii) The ETP shall follow a system of earthing as detailed in CEA Regulation 41 viz. double and distinct earthing for frame of all electrical motors etc.
- iv) Each circuit of the ETP (i.e. individual motor starter, lighting feeders, etc.) shall incorporate protection against leakage current by way of earth leakage protective devices, as per CEA Regulation 42.
- v) Every equipment carrying electrical current shall carry a caution notice/ danger board prominently as per CEA Regulation 18.
- vi) All Electrical control and power panels of the ETP shall have insulated mats as per the relevant IS.
- vii) OMR, Rule 81 regarding the working and examination of machinery shall also apply to the equipment of the ETP. Contractor is advised to familiarise himself with the provisions of OMR Rule 81 / CEA Regulation 3 & 4.

12.0 CIVIL ENGINEERING WORKS:

- a. All Civil Engineering jobs associated with preparation of approach road, base preparation for ETP unit of Approx. 17 m x 20 m area, shall be the responsibility of Company. However, the successful bidder (Contractor) should submit the following along with their bid in order to assess the quantum of civil engineering works required:
 - i) ETP layout drawing clearly indicating road/ hard standing areas, separation / collection chambers, drains and pits are required.

- ii) Detailed design and working drawing of proposed effluent separation chambers with dimensions and any other equipment requiring cement/concrete foundation.
- b. The following information is for general guidelines for the bidders:
 - i) Total Approximate plinth areas of a well site: 8000-9000 m².
 - ii) Effluent pit volume: 8,00,000 gallons for development well & 10,00,000 gallons for Exploratory well.
 - iii) Approx. Size of each of the three effluent pits: 33 m x 25 m x 1.5 m.
 - iv) Plinth Area for ETP within the well site: 17 m x 20 m.
 - vi) Solid Waste Pit Size: Depending on depth and nature of well, OIL shall construct the pit with adequate HDPE lining.
 - vii) The Safe Ground Bearing Capacity of the plinth Area is about 8 Ton/m².
 - viii) Entire well site boundary fencing encompassing the ETP within shall be constructed / erected and maintained by the Company.

END OF SECTION-II

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

- 1.0 **DEFINITIONS:** Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
- 1.1 "Effluent Treatment Plant" means compact effluent treatment unit for on land drilling rigs complete with pumps, independent electrical switch board with transformer, solid effluent conveyer system, filtration units with testing laboratory facility and other accessories and equipment as listed in the Contract.
- 1.2 "Associated services" means equipment and services, asked for, along with Effluent Treatment Plant unit in this bid document. These include but not limited to sample testing and reporting, removal of solid effluent from borrow pit/ chamber, disposal of the solid effluent to the designated pit etc.
- 1.3 "Operating Area" means those areas in onshore India in which company or its affiliated company may from time to time be entitled to conduct drilling operations.
- 1.4 "Operation Base" means the place or places, onshore, designated as such by company from time to time.
- 1.5 "Site" means the land and other places, on/under/in or through which the works are to be executed by the Contractor.
- 1.6 "Company's items" means the equipment, materials and services, which are to be provided by company at the expense of company and listed in the Contract.
- 1.7 "Contractor's items" means the equipment; materials and services, which are to be provided by Contractor or company at the expense of the Contractor which, are listed in section under terms of reference and technical specifications.
- 1.8 "Commencement Date" means the date on which the unit is deployed and put into full operation in the first well.
- 1.9 "Contractor's personnel" means the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor from time to time to conduct operations hereunder.
- 1.10 "Contractor's representatives" means such persons duly appointed by the contractor thereof at site to act on Contractor's behalf and notified in writing to the company.
- 1.11 "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.
- 1.12 "Approval" as it relates to Company, means written approval.
- 1.13 "Facility" means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement which is or will be a part of the Company.

- 1.14 "Certificate of Completion" means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.
- 1.15 DELETED
- 1.16 "Inter-location movement" means transferring of complete Effluent Treatment Plant from present location after demobilisation notice is issued by the Company till the start of ETP operation at next location.
- 1.17 "Spudding in of the well" means the initiation of drilling of the well and the very first hit on well centre of the new location after alignment and after the rig preparation is complete in all respects subsequent to clearance from safety, audit and the Company representative.
- 1.18 "Drilling Operation": Means all operations as generally understood for drilling Oil/Gas wells, more particularly all the operations required to be carried out pursuant to this contract.

2.0 **MOBILIZATION:**

- 2.1 The mobilization of the Effluent Treatment Plant Unit and associated services shall commence on the date of receipt of the mobilization notice from the department against the Contract and continue till the completion of mobilisation as mentioned in para 2.2 of Section-I of the Contract (GCC).
- 2.2 The contractor will intimate Company about readiness for commencement of mobilization / shipment of the ETP units after effective date, at least 3 days before actual mobilization / shipment commences.
- 2.3 Mobilization charges will be payable after the commencement date as certified by the company.
- 2.4 **COMPLETION OF DEMOBILISATION:** Demobilization shall be completed by contractor within 60 days of expiry / termination of the contract. After the completion of work, all equipment, accessories etc. brought into India on re-export basis, if any, shall be re-exported by Contractor except consumables and spares. In case of failure to do so in the allotted time hereof except under circumstances relating to Force Majeure, company reserves the right to withhold the estimated amount equivalent to the customs duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills. In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where no nil customs duty is 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.

3.0 **CONTRACTOR'S PERSONNEL:**

- 3.1 Except as otherwise hereinafter provided, the selection, replacement, and Contractor shall determine remuneration of contractor's personnel. Such employees shall be employees solely of Contractor. 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.

- 3.2 The Contractor shall nominate one of its personnel as Contractor's representative who shall be in charge of Contractor's personnel and who shall have full authority to resolve all day to day matters, which arise at the site.
- 3.4 **Contractor's Personnel:** Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.
- 3.5 **Replacement of Contractor's Personnel:** Contractor will immediately remove and replace any Contractor's personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by company to be undesirable.
- 3.6 Contractor shall deploy on regular basis, all category of their employee required for economic and efficient ETP and other related operations.
- 3.7 Contractor shall provide standard food & services for all its own & its sub-contractor's personnel.
- 3.8 Transportation of Contractor's personnel shall be the responsibility of Contractor.
- 3.9 Medical Facilities: OIL may provide services of OIL Hospital to Contractor's personnel on payment basis subject to availability.
- 4.0 INTERIM DE-MOBILIZATION AND RE-MOBILIZATION OF ETP ALONGWITH PERSONNEL:

In case of lean period, contractor's ETP including manpower shall have to be temporarily demobilized after completion in a particular well on receiving Company's notification within 24 hours. However, no charges will be payable after interim de-mobilization notice has been issued for the particular ETP.

Contractor shall re-mobilize the ETP including manpower for a particular well within 15 days from the date of interim re-mobilization notice. In such situation contractor shall be paid Interim De-mobilization/ Re-mobilization charges including all relevant costs as per their quote.

5.0 **CONTRACTOR'S ITEMS:**

- 5.1 Contractor shall provide contractor's items and personnel to perform the services under the contract as specified in this document. Contractor shall provide a detailed list of its equipment and accessories and services to be offered.

- 5.2 Contractor shall be responsible for maintaining at his cost adequate stock levels of contractor's items including spares & consumables and replenishing them as necessary.
- 5.3 Contractor shall be responsible for the maintenance and repair of all contractors' items and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.
- 5.4 Contractor will provide all lubricants for operation of contractor's equipment both at drill-site at contractor's cost. There shall be no escalation in the day rates throughout the duration of the contract including extension, if any, on account of any price increase in fuel / lubricants.
- 5.5 Proper storage of chemicals / consumables and resting place of personnel for ETP operation will be arranged by the Contractor for which reasonable area at the well site will be provided by OIL.
- 5.6 The offered ETP unit should be compact in design.

6.0 **CONDUCTING EFFLUENT TREATMENT & MANAGEMENT OPERATIONS:**

- 6.1 The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted international oilfield practices.
- 6.2 The Effluent Treatment Plant shall have the solid and liquid effluent handling capacity as specified in the technical specification of the Effluent treatment Plant. The output liquid effluent after treatment to be used through recirculation shall conform to the SPCB standard as in Annexure-III.
- 6.3 The Effluent Treatment Plant Unit and all other equipment and materials to be provided by Contractor shall be in first class working condition.
- 6.4 Provisions for pumps and pipe lines for recirculation of treated water to storage tank of OIL is to be made by the Contractor. The treated output liquid (water) shall have to be pumped to the designated water tank of OIL.
- 6.5 Effluent Treatment & Management at assigned drilling location shall be treated as complete when the notice for ILM is served and all the Effluent is treated and disposed as per the scope of work unless otherwise advised by Company.
- 6.6 Upon completion of Effluent Treatment & Management at assigned drilling location, statement stating that all the jobs has been completed in accordance with the terms of this Contract and signed by the representatives of both Contractor and Company, will be made available to Company.
- 6.7 **Operation of Effluent Treatment Unit:** Contractor shall be solely responsible for the operation of the Effluent Treatment Unit and Effluent Management thereafter including but not limited to supervising Effluent Treatment Plant move operations and positioning and re-installation at next assigned drilling location as required by Company as well as such operations at drilling locations as may be necessary or desirable for the safety of the Effluent Treatment Unit.

7.0 **CONTRACTOR'S SPECIAL OBLIGATIONS:**

- 7.1 It is expressly understood that contractor is an independent contractor and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorized to designate its representative or Installation Manager, who shall at all times have access to the Effluent Treatment Unit, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by contractor. The contractor may treat company's representative or Installation Manager at well site as being in charge of all Company's and company designated personnel at well site. The company's representative or Installation Manager may, amongst other duties, observe, test, check and control implementation of effluent treatment and testing programmes & reports, equipment and stock of spares, inspect works performed by contractor or examine records kept at well site by contractor.
- 7.2 Compliance with company's Instructions: Contractor shall comply with all instructions of company consistent with the provision of this Contract. Such instructions shall, if contractor request, be confirmed in writing by company's representative.
- 7.3 **TEST RECORDS:** Contractor shall keep an authentic log and history of effluent treatment and management at each assigned well on the daily basis and upon completion or abandonment of each assigned well, deliver to Company, the original history and log, test records, properly signed and all other data and records of every nature, relating to the Effluent Treatment & Management of the assigned well.
- 7.3.1 Contractor shall also provide the company -
- i) Twice a week test / chemical analysis of output of ETP shall be carried out by Company which will be considered as final. The contractor will have to deposit the samples at their own cost to the chemical laboratory Duliajan. However, OIL may also collect the sample on their own for random check on the ETP output.
 - ii) Daily Progress Report along with the attendance of the contractor's personnel has to be submitted.
 - iii) Contractor shall maintain inventory of Effluent Treatment Plant's equipment & accessories at site, indicating their respective models, serial numbers, vintage, specifications etc. The Contractor shall maintain inventory list endorsed by the company representative and any addition & deletion of items will be intimated to company representative.
 - iv) All items including consumables imported under "Nil" custom duty shall be recorded in proper format indicating date of receipt, type, consumption, date of replacement etc.
 - v) Contractor shall provide the list of items, equipment, consumables etc. to be re-exported by them after completion of services under this contract along with all relevant documents.

- 7.4 Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Assam Entry Tax for bringing Contractor's equipment / material to Work place shall be Contractor's responsibility.
- 7.5 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of de-mobilization issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.
- 8.0 **COMPANY'S SPECIAL OBLIGATIONS:**
- 8.1 Company shall at its cost, provide items and services as per Annexure-I.
- 8.2 **Ingress and Egress at location:** Company shall provide contractor requisite certificates for obtaining rights of ingress to egress from the locations, where wells are to be drilled, including any certificate required for permits or licenses for the movement of contractor's personnel. Should such permits/ licenses be delayed because of objections of appropriate authorities in respect of specific Contractor's personnel, such personnel should be promptly removed from the list by the Contractor and replaced by acceptable personnel. For any stoppage of operations for such delays, no day rate shall be payable.
- 9.0 **PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, FORCE MAJEURE ETC.**
- 9.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from company unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 9.2 **Manner of Payment:** All payments due by company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.
- 9.3 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 in question.
- 9.4 **Invoices:** Mobilization charges will be invoiced only upon completion of mobilization (after commencing of operation at the first well), submission / production of appropriate inventory documents, and physical verification by company representative or Installation Manager.

- 9.5 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.
- 9.6 Billings for daily (24 hours operation) charges will reflect details of time spent (calculated to the nearest quarter hours) and the rates charged for that time. This should be in the form of monthly time analysis chart(s). Monthly invoices will be raised only after spud-in of the first well.
- 9.7 Invoice for reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.
- 9.8 Contractor will submit 3(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.
- 9.9 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company excepting for the first two (2) monthly invoices where some delay (up to one month) may occur.
- 9.10 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, and 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 9.3 above.
- 9.11 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.
- 9.12 Payments of other invoices as set forth in Clause 9.7 shall be made within 60 days following the date of receipt of the invoices by Company.
- 9.13 Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice.
- 9.14 Payment of demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the contractor:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.
 - d) Proof of re-export of all items 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.

- 9.15 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based up to 3 (three) 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.

10.0 **LOSS OR DAMAGE:**

OIL shall be liable for the cost of regaining control of any wild well, blowout, as well as the cost of removal of debris, and indemnify contractor.

10.1 **Damage or loss of the Effluent Treatment Unit:**

The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Effluent Treatment Unit and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the Company and/or his servants, agents, nominees, assignees, Contractors and subcontractor, and Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.

If the Effluent Treatment Unit is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this contract shall terminate in respect of the ETP unit(s) as of the occurrence of the event causing such loss and each party shall thereupon be released of all further obligations hereunder in respect of that ETP unit(s), except for its payment of monies then due or liabilities to be charged in respect of work already done under this contract in respect of that ETP unit(s).

10.2 **LOSS OR DAMAGE OF CONTRACTOR'S EFFLUENT TREATMENT UNIT OR SUBSURFACE EQUIPMENT:**

- a) Except as otherwise specifically provided in the contract, any damage to or loss of the Effluent Treatment Unit regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its affiliates Companies, Agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees, agent any claim whatsoever or responsibility for any damage to or loss of the Effluent Treatment Unit or any other equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.
- b) If the Effluent Treatment Unit is lost or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or is otherwise abandoned, the Contractor shall, if required by OIL or by the laws, regulation or order of Governmental Authorities or Agency remove the Effluent Treatment Unit from operating areas to the satisfaction of the OIL. If the contractor unreasonably delays in removing the Effluent Treatment Unit or any part thereof, the OIL may remove it and the contractor shall indemnify and reimburse OIL for all cost and expenses incurred by OIL in

connection therewith. Any expense incurred by OIL in connection with or for locating the area/price of such loss/damage and/or ascertain whether such loss/ damage has resulted in any pollution or not, shall also be reimbursed by the Contractor to OIL.

10.3 **OIL'S EQUIPMENT:** Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by OIL. In case there is a loss or damage to OIL's equipment for causes attributable to contractor, the contractor shall compensate OIL.

10.4 **Pollution and contamination:** Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows:

- a) Contractor 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, motor oils, pipe dope, paints, solvents and garbage wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities, caused, and that originating from normal water base drilling fluid and drill cuttings.
- b) In the event a third party commits an act of omission which results in pollution or contamination for which either the contractor or company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and company, regardless of the party for whom the job was performed and bidders liability will be limited to effluent collection point only.
- c) Contractor shall assume all responsibility and liability for erection/ installation and efficient operation of the mobile Effluent Treatment Plant, dismantling prior to ILM for next location and maintaining the sample analysis report for both solid and liquid output conforming to standard of SPCB.
- d) In the event effluent / waste pit provided by the company, getting filled up in the normal course which can be prevented by contractor, the same shall be emptied completely or partially by the contractor using disposal pumps, to avoid overflow in the neighbouring areas or alternatively the company will provide additional pits at its cost. In case pits so constructed have seepage from the walls of the pit or bund of the pit, company will take remedial action to prevent the same at its cost.

11.0 **WAIVERS AND AMENDMENTS:** It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

12.0 **CUSTOMS DUTY:**

12.1 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.

- 12.2 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 make 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. Contractor shall indemnify OIL from all liabilities of Customs Duty.
- 12.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 12.4 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 mobilisation 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.
- 12.4.1 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.

12.4.2 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.

12.4.3 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.

12.4.4 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.

12.5 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.

13.0 **DEMOBILISATION & RE-EXPORT:** The Contractor shall arrange for and execute demobilization of the entire ETP package, Tools/ Equipment / Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion / termination of the contract and shall include dismantling of the complete ETP package, its accessories/equipment, including the manpower and re-export of the complete ETP package (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 30 days of issue of demobilization notice by Company. Immediately after re-exporting the ETP package, 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 the complete ETP package, its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such

default in re-export from Contractor's final settlement of bills and Performance Security.

- 13.1 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.
- 13.2 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. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.
- 13.3 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 the Rig package, 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.
- 14.0 **CONFIDENTIALITY:** Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of drilling operations, including, but not limited to, formations penetrated, results of coring, testing and surveying of the well. And to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.
- 14.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.
- 14.2 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 Unit to another sphere.
- 14.3 Contractor shall forbid access to the Effluent Treatment Unit to any people not involved in operations or not authorized by the company to have access to the Effluent Treatment 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 check the Effluent Treatment Unit and Contractor's items before the commencement Date. If they are not found in good order or do not meet specifications as per Section II or in case of non-availability of some of the Contractor's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.
- 15.2 To change the drilling locations, programme, mud programme, well depths to complete or abandon any well at any time.
- 15.3 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.
- 15.4 To check, at all times, contractor's stock level, to inspect contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
- 15.5 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 and practices turns into a danger to personnel on or around the rig or to the well, or
 - d) Contractor's insurance in connection with the operations hereunder is found by company not to conform with 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.
- 15.6 To reduce the rates reasonably, at which payments shall be made if the contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.

16.0 **EMERGENCY**

- 16.1 Without prejudice to clause 10.2 hereof company shall be entitled in emergency (the existence of which shall be determined by company) at its own discretion, to take over the operations of the ETP, direct contractor's personnel in the event that company's interest will demand so. In such case, company will notify contractor of its action and within three (3) days confirm such notice in writing, setting forth the reasons for its action.
- 16.2 In such event, company shall pay contractor in accordance with the terms of the contract as if contractor was carrying out the operations.
- 16.3 All operations so conducted shall remain at the risk of contractor to the extent contractor is covered by insurance. When the well has been completed or when the conduct of the operations has been returned to the contractor, the equipment shall again be put at contractor's disposal in the same condition as at the time

the operations were taken over by company, taking into account normal wear and tear and any inherent defects at the time of taking over by the company.

- 17.0 **DURATION:** The rates, terms and conditions of the Contract shall continue till issuance of final demobilisation notice by Company.
- 18.0 **HEADINGS:** The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.
- 19.0 **DEFICIENCY:**
- 19.1 In the event of the contractor's failure to strictly adhere in providing the minimum requirements of key personnel as set out in Clause 8.0 of Section-II, penalty on the Contractor shall be levied as follows:

FAILURE PENALTY

- a) **Failure to provide Shift Operator:** At the rate of 5% of the (Operating + Standby) day rate for the period of non-availability.
- b) **Failure to provide Electrician:** At the rate of 5% of the (Operating + Standby) day rate for the period of non-availability.

NOTE:

- 1. The above penalty rates are applicable for the first five days. In case more than one key personnel are not available at a time, penalties applicable for such personnel will be levied simultaneously.
 - 2. Beyond 5 days, the penalty will be levied at double the rates mentioned above for each day for non-availability of any key personnel.
 - 3. Contractor will be paid for zero rates (Neither operating Day Rate nor Standby Rate) if operation is suspended for non-availability of key personnel.
- 19.2 In the event of the Contractor's failure to provide efficient service of mobile Effluent Treatment Plant or not accomplishing desired result by the ETP as set out in the contract as per the scope of work in Section-II the penalty shall be levied in the following manner:
- i) A warning will be given if any one of parameter not as per the annexure for the first time occurrence for each individual location.
 - ii) 3% of (Operating + Standby) day rate if any one of parameter not as per the annexure for the reoccurrence for second time and 5 % for third time.
 - iii) If the parameter not meets continuous for more the three time for a particular location, Zero Rate will be applicable for that particular day, as certified by the Company.
 - iv) If well closure is given for not meeting as per annexure, by CPCB or SPCB for a particular location Zero Rate will be applicable. If the closure continues for more than 3(three) days, Company at its discretion may terminate the contract due to non-performance of contractor.
 - v) In case, the ETP is not operational for reasons attributable to the Contractor's fault from the date of spudding in of the new well, zero rate will be applicable.
 - vi) In case daily progress reports are not submitted as specified, 5% of operating Rate will be deducted per day.

vii) If Company decides to utilise the unskilled labourer of the Contract for solid handling/removal, during non-operational (Faulty) condition period of the ETP i.e. non-functional of liquid separation, Contractor shall be paid 20 % of the Operating day rate only during such period.

20.0 INTER LOCATION MOVEMENT (ILM):

20.1 ILM of the ETP unit from one location to forward location for a distance of 30(thirty) Kms or less shall have to be completed within **15 (fifteen) days**. For more than **30 kilometers**, the time allowed shall be in proportions of 1(one) day for each 30 KM or part thereof.

However, on completion of ILM and expiry of stipulated ILM days, if there is any delay in starting the ETP operation for reasons not attributable to the Contractor but attributable to OIL, the Contractor shall be paid Stand by Rate also beyond stipulated ILM in addition to ILM charges

20.2 If the completion of ILM gets delayed beyond stipulated 15(fifteen) days, " Zero Rate" shall be payable for the delayed period. However, if the delay is not attributable to the Contractor but only attributable to OIL, as certified by Company, the contractor shall be paid Stand by Rate for the delayed period also.

20.3 The time for inter-location movement suspended by force majeure, shall be extended by the period for which the Force majeure conditions last. No day rate will be payable for extended period due to force majeure conditions.

20.3 The ILM charge shall be discounted by 50% for each day's delay beyond the standard, as stipulated in 20.1 of total cost for inter-location movement rate payable for that particular ETP unit movement, when the ETP unit move is delayed beyond the standard.

20.4 No other charges (Operating day Rate or Stand by rates) will be payable during the Inter location movement except in case of clause 20.1 where Stand by Rate will also be applicable.

20.5 ILM operation will start from the moment the company issue notice for ILM at previous location. Effluent Treatment Plant & all materials including the additional and optional items, if any, are to be transferred after release from the present location and re-installation at the next assigned location ready for operation. Before start of the ETP operation at the new site, the Contractor shall complete all jobs, including, but not limited to, inter connections of lines, arrangement for effluent conveyer system, connection for re-circulation of treated water etc., compliance/rectification to meet safety norms and any other job normally done prior to operation.

20.6 Company shall provide necessary crane services for loading and unloading of the ETP unit and its accessories during ILM. However, the transport fleet and the required manpower for the ILM shall have to be arranged by Contractor without any additional cost.

21.0 **DISCIPLINE:** The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the

Company and Contractor governing the operations at the assigned worksites. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests, the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

22.0 WATER MANAGEMENT:

- i. The output water after treatment of the liquid effluent has to be as per specification mentioned in Section-II and should be ready for re-circulation.
- ii. Strict control has to be made in the use of water. Wastage of water increases the effluent volume in the pit and may aggravate pollution problems.
- iii. The valves, glands, hoses etc. are to be checked for any leakage and the same to be informed immediately to the concerned for rectification.

23.0 EFFLUENT PIT:

- i. Regular checks and removal of solid effluent are to be made to ensure that there are no leakage/ seepage/ overflow of effluents from the borrow pits [constructed as per layout of the ETP] and also from the main dumping pit into the surrounding areas.
- ii. The complete collection and final dumping of the solid effluent to the designated pit/area in the well site is to be ensured and to be certified by Company prior to unit movement for next location. Bunds/walls of the effluent pit are to be checked for any breaches during the operation and should be reported immediately for any breaches noticed.

24.0 RECORD OF PERSONNEL PROTECTIVE EQUIPMENT (PPE):

- (i) Contractor shall issue PPE regularly to its personnel and a register shall be maintained at well site with endorsement by employee and indicating date of issue/ replacement etc.
- (ii) The Minimum PPE schedule to be followed for the personnel employed under the contract but excluding the unskilled and additional manpower as follows:

Sl. No.	PPE	Quantity per person	Periodicity
1	Safety Helmet	01 No	03 year
2	Rain Coat	01 No	02 year
3	Safety Boot	02 Pair	01 year
4	Overall	02 (One half sleeve & one full sleeve)	01 year
5	Leather hand gloves	01 pair at time	As and when required

- (iii) However when a PPE is damaged during its legitimate use, it shall be immediately replaced by the contractor.

- (iv) The above is the minimum requirement, however depending upon the risk, suitable protective equipment including respiratory protective equipment, eye protectors, ear protection gloves and aprons.
- (v) Contractor shall at all times maintain a sufficient stock of PPE in order to ensure immediate supply as and when need for the same arises.
- (vi) For unskilled and additional manpower PPE schedule to be followed as above.
- (vii) In the event of the contractor failure to adhere in providing the minimum PPE requirements of the personnel as set out in Clause 24.0 above, penalty on the Contractor shall be levied at the rate equivalent to the latest purchase rate by OIL.

25.0 **MoEF [Ministry of Environment & Forest] guidelines:**

- i) Pre Hire ETP inspection, safety meeting, tool box meetings, job safety analysis & audit shall be carried out to identify hidden/ potential hazards.
- ii) The overall noise level in and around the ETP operational areas shall have to be kept within the standards by providing noise control measures including acoustic hoods, silencers, enclosures on all sources of noise generation. The ambient noise level shall conform to standards prescribed under EPA rules, 1989 that is 75 dBA (daytime) and 70 dBA (night time).

26.0 **Payment of wages:**

- a) The Service Provider must make the Wages to all the personnel/Manpower deployed under the contract as per the Minimum wages act and it should be strictly adhered to the prevailing minimum wages as declared and made applicable from time to time by statutory authorities.
- b) All wages to the personnel should be made by 10th of each month and in case payments are not made regularly, subsequent invoices might be kept on hold.
- c) Wage slip to all the personnel deployed under the contract to be issued as per the - THE CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971, Chapter VII, Section 78(1)(b) vide Form XIX.
- d) Employment card as per the CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971, vide form XIV.

27.0 **IDENTITY CARDS:**

The Contractor shall have to arrange for 'photo gate-passes', 'vehicle-passes', etc. for all his personnel, vehicles, etc. for working inside the installation and Township area premises, at his own cost and as per the rules of OIL and Security Guidelines including police verification.

END OF SECTION-III

PART-3
SECTION-IV
SCHEDULE OF RATES

The bidders must quote their rates as per Price Schedule, Proforma-B in their priced bids considering the following. However, **the payment shall be made to the Contractor as per contract rate for the actual work done.**

1.0 MOBILIZATION CHARGES (ONE TIME LUMP SUM CHARGES) (M)/ INTERIM MOBILIZATION CHARGES(IM):

- (i) Mobilisation / Re-Mobilization charges of each ETP unit shall be payable upon completion of Mobilisation as defined in clause 2.2 of Section-I. Mobilisation charges shall be as per finalised contract rate for each unit separately.
- (ii) Mobilisation / Re-Mobilization charges shall include all cost related to mobilization of equipment and manpower.
- (iii) Mobilisation / Re-Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize to the first location.
- (iv) In case the Effluent Treatment Plant unit is contemplated to be mobilized partly or fully from outside India then the break-up of the mobilization charges to 1st location must be furnished separately.
- (v) Mobilisation charges of 1(one) unit should be restricted to 5% of the 1(one) year contract cost of the ETP unit. If any bidder quote mobilisation charges more than 5% and that rate is finalised, then the excess amount shall be kept held up and shall be released after completion of the contract.
- (vi) During initial mobilization, in case the ETP cannot be put into operation after completion of Mobilization due to reasons attributable to OIL, the Contractor will be paid standby charges as per his quote until start of operations. However, if the ETP fails to start operations when it is required after completion of initial mobilization, no stand by charges will be payable for the above period.

2.0 DE-MOBILIZATION(D) / INTERIM DE-MOBILIZATION(ID) CHARGES OF TOOLS/ EQUIPMENT:

- i) The Contractor shall arrange for and execute demobilization of the ETPs (one or more) etc. upon receipt of notice from the Company. For de-Mobilization, Contractor shall bear all such costs/charges, if any towards the same from drilling location to Contractor's base and the same will be guided by as per "General Terms and Conditions of Contract" in Section-I, Clause No. 2.2.1 & 2.2.3.
- ii) All rates on ETPs shall cease to exist with effect from the day the Contractor is issued de-mobilization notice by Company. No charges whatsoever will be payable with effect from the date of notice to demobilization.
- iii) Company shall give notice to Contractor to commence demobilization. This shall be applicable with immediate effect. No other charges shall be payable after issuance of de-mobilization letter. However, after final demobilization the contractor will ensure that demobilization is completed and Company's work-site is cleared-off Contractor's property within 03 (three) weeks of

notice from the Company, failing which, de-mobilization charge may be held up.

- iv) Demobilization charges will be payable on clearance of all the equipment from Indian Port/ Custom authorities for re-export of equipment to Contractors base. However, OIL shall not be obliged to pay demobilization charges of unit/equipment, if on completion of Contract/ termination, Contractor does not remove its tools from the area of last operation and also if the Contractor commences operation against any other contract(s) for other operators. All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India will be to Contractor's account.
- v) Upon completion of duration of the contract, the contractor shall submit their last invoice for payment along with any document(s) as required by the Indian laws and asked for by the Company to enable release of payment.
- vi) In case of need for lean period/temporary suspension of Company's activity due to operational reasons, the Company retains the right to De-Mobilize Contractor's Equipment & Tools (any set) and Re-Mobilize the consignment when well operations recommence. 15(Fifteen) Days period for Re-Mobilization shall be provided from date of Re-Mobilization Notice for each (set).
- vii) No other Charges on any account will be payable from the time the De-Mobilization notice is issued till Re-Mobilization is completed under Company's advice.

3.0 **OPERATING DAY RATE (Per 24 Hrs. day) (ODR)**

Operating Day rate shall be payable during the period of operation of the unit only. Contractor shall have to operate the ETP unit as instructed by Company after completion of mobilisation, in case of first well and after completion of ILM of the unit in case of subsequent well operation. Operating day rate should include charges for consumables. Charges for less than a day shall be payable on pro rata basis. The daily operation report shall have to be counter signed by Shift-in-charge of the Rig where the ETP is deployed in case of operation run by OIL's own crew and officials. For Rig operation run by Contractor's personnel (MMC) the report shall have to be counter signed by Rig Superintendent or Tool Pusher of the Rig or as advised by OIL.

4.0 **STANDBY RATE (Per 24 Hrs. day) (SDR):**

- i) A) Stand by charges for the ETP including manpower will be applicable for non-operating period of the ETP.

B) Once the operating day rate is applicable no Stand by charges will be payable for the ETP and manpower.
- ii) During Stand by period, the equipment has to be in fully operating condition, save repair and preventive maintenance with prior permission of OIL.

- iii) Stand by charges shall not be payable once the de- mobilization notice is issued by OIL for the ETP and also if ILM notice issued for the particular ETP.
- iv) If the Contractor withdraws the whole or part of the equipment or any manpower resulting in breakdown of operation, zero Rate will be paid.
- v) Stand by charges includes supply of spares & consumables, replacement/maintenance cost and any other operational requirement if any during the contractual period. The Contractor must maintain minimum stock of any such regularly required items at the drilling site under their possession to ensure uninterrupted service.
- vi) All other necessary equipment, tools and accessories etc. will be provided by the Contractor for due performance of the intended services without any additional charges to Company.
- vii) Stand by charges will be payable for full day or part thereof on pro-rata basis up to the nearest hour.

Stand by rate shall be payable from the day of completion of mobilization. However, during shut down period of the ETP unit beyond the 30 Hours repair period, no other rate is payable.

5.0 **REPAIR DAY RATE (Per 24 Hrs. day) (RR):**

- i) The Repair Day rate shall be payable when operations are suspended due to break-down or repair of contractor's equipment.
- ii) The Contractor shall be paid repair day rate to a maximum of 30 cumulative hours per calendar month. This repairing hours cannot be carried over to the next month. Beyond the aforesaid 30 hours, no other rate will be payable until operations are resumed, at which time the applicable rate shall again come into force.
- iii) Payment towards repair day rate shall be 50% of the operating day rate.

6.0 **INTER LOCATION MOVEMENT(ILM) RATE:**

Inter-location movement operation will start from the moment the Company releases the Effluent Treatment Plant unit at previous location. Effluent Treatment Plant & all materials including the additional and optional items, if any, are to be transferred after release from the present location and re-installation at the next assigned location ready for operation. Before start of the ETP operation at the new site, the Contractor shall complete all jobs, including, but not limited to, inter connections of lines, arrangement for effluent conveyer system, connection for re-circulation of treated water etc., compliance/ rectification to meet safety norms and any other job normally done prior to operation. The inter-location movement of Effluent Treatment Plant package should be completed within the period as specified as noted below with due certification from the installation manager of OIL/ Rig Manager (MMC).

- (i) ILM rate shall be payable under the contract. Stand by day rate shall not be payable during the period of ILM. ILM of the ETP unit shall have to be completed within 15(fifteen) days from the date of issuance of ILM notice. No other charges will be payable during this fifteen days ILM period.
- (ii) After completion of ILM to the forward location, if the unit is found to be in non-working condition, as verified by Company, "Zero rates" shall be applicable for the period of last operation and till resumption of operation of the unit.
- (iii) The time for inter-location movement suspended by force majeure, shall be extended by the period for which the Force majeure conditions last.
- (iv) If the completion of ILM gets delayed beyond stipulated 15(fifteen) days, "Zero Rate" shall be payable for the delayed period. However, if the delay is not attributable to the Contractor but only attributable to OIL, as certified by Company, the contractor shall be paid Stand by rate for the delayed period.
- (v) Depending on the distance between the locations, separate rates will be applicable as mentioned below:
 - a) No Charge for ILM Cluster location (Movement of mast and substructure etc. only on the same plinth). The spacing between wells at surface in cluster well plinth is around 15 m. However, in case OIL decides to keep the ETP in operation during the ILM of the Rig in cluster location, normal operating rate / Stand by rate will be payable as applicable.
 - b) Fixed Charge (Lump-sum) per ILM move of the ETP up to 30 Km. (ILM)
 - c) Kilometrage charges for ILM of the ETP in excess of 30 Km will be in addition to lump sum rate for ILM upto 30 Km as mentioned in 'b' above. (ILM1)

7.0 FORCE MAJEURE DAY RATE (Per 24 Hrs. day) (FM):

7.1 Force Majeure Day Rate shall be payable during the first 10 days period of force majeure as certified by Company. "Zero rate" shall be applicable beyond 10 days period unless mutually agreed upon. Contractor shall have to submit documentary evidences, as applicable, to substantiate the Force majeure condition.

7.2 Payment towards force majeure day rate, shall be 50% of Operating rate.

8.0 **ZERO RATE:** Zero Rates shall be applicable during the following situation:

- (i) If the ETP unit remains non-functional during its required operational period on account of inadequate supply of contractor's items, including but not limited to lubricants, personnel etc.
- (ii) If Company decides not to run the ETP unit due to non-availability of key-personnel.
- (iii) If Company decides not to run the ETP unit due to non-functional of any of the component of the ETP unit.
- (iv) If the output from the ETP unit does not conform to the recent CPCB (Central Pollution Control Board) and SPCB (State Pollution Control Board) norms and follow MoEF (Ministry of Environment & Forest) guidelines published time to time.
- (v) Period beyond 10(Ten) days of Force majeure situation.
- (vi) Period beyond the stipulated 15(fifteen) days of ILM activities, for reasons attributable to contractor.
- (vii) In case the ETP is not operational from the spud-in date of the well at new location for reasons attributable to the Contractor.

END OF SECTION - IV

ANNEXURE-I**EQUIPMENT AND SERVICES TO BE FURNISHED BY CONTRACTOR OR COMPANY (OIL) FOR ETP & MANAGEMENT SERVICES.**

The equipment machinery, tools, materials supplies, instruments, services and labour, including but not limited to those listed at the following terms shall be provided at the location by OIL or Contractor and the expenses of OIL or Contractor as designated hereunder by 'X' mark in the appropriate column:

Sl. No.	I T E M	At Expense of		Supplied by	
		Contract or	OIL	Contractor	OIL
I. EQUIPMENT :					
1.	ETP Unit with Accessories and interconnection piping	X		X	
2.	Inter-Location Movement (Transportation)	X		X	
3.	Loading and Unloading at site		X		X
4.	Chemicals, Spares, Lubricants and Additives for ETP use	X		X	
5.	Competent Manpower for smooth running of ETP	X		X	
6.	Laboratory Facility at Well site	X		X	
7.	Competent Manpower for Laboratory Testing	X		X	
8.	Testing of Various Parameters of Inlet & Out-let of ETP	X		X	
9.	Acquiring of Permission from SPCB to Discharge Treated water to the Environment	X		X	
10.	Providing valid Photo Entry pass of Contractor's key personnel for access to OIL Installation (OIL shall only assist)	X		X	
11.	To and Fro Transportation of Contractor's personnel from well site to Base camp.	X		X	
12.	Basic Fire-Fighting Equipment for ETP (One no. 6.8Kg CO2 & 9Kg DCP for Electrical Control Room)	X		X	
13.	Pit for Disposal of Solid Cuttings		X		X
14.	Disposal of Solid Waste to Designated Pit	X		X	
15.	Treatment of unused mud and Initial testing fluid after declaration of Rig Release	X		X	
16.	Source Water Tube well & Maintenance		X		X
17.	Electrical Power for ETP & Lighting		X		X
18.	FLP Lighting System / Fittings / Wirings for ETP Machinery/Plug socket male & female at which OIL power output will interface the PCR of ETP	X		X	
19.	Food & Lodging of Contractor Key Personnel	X		X	
20.	Base Camp	X		X	
21.	MVT, Fire-Fighting, F-Aid, IME etc. of Contractor's Key Personnel	X		X	
22.	Maintenance & Operation of ETP & Accessories	X		X	
23.	Spare Parts for ETP & Accessories.	X		X	
24.	Site Preparation for ETP		X		X

Sl. No.	I T E M	At Expense of		Supplied by	
		Contract or	OIL	Contractor	OIL
25	All Safety Items related with ETP Rig up, O & M and Rig Down	X		X	
26	OIL's internal Telephone at Well Site		X		X
27	Potable/drinking water for Contractor Personnel at well site & Base Camp	X		X	
28	Well Site Peripheral Fencing		X		X
29	Storage Facility for consumables & chemicals required for ETP	X		X	
30	Repair of Bunds / Embankment of Pits (Contractor has to report any breaches if any well in advance of time)		X		X
31	Permit & Licenses pertaining to ETP unit & personnel (OIL shall assist)	X		X	
32	Safe Operating Procedure for ETP Operation & Maintenance to be prepared	X		X	
33	Quarterly Return as per 10 th Conference to be submitted to DGMS by 10 th of April, July, October & January)	X		X	
34.	Any compensation arising out due to accident of Contractor personnel.	X		X	
35	Imparting of Statutory Training to Contractor's Key Personnel	X		X	
36	Medical / Emergency Treatment of Contractor's Personnel	X		X	
37	Maintenance of various statutory Records Viz. Form B,E,J etc.	X		X	
38	Supply of PPE to the Contractor's Personnel	X		X	

PROFORMA FOR BIO DATA OF KEY PERSONNEL

AFFIX
PASSPORT
SIZE
PHOTOGRAPH

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

Seal of Bidder

Sig., Name & Designation of bidder

NOTE:

1. *Attach copies of following documents:*
 - Identity Proof
 - Date of Birth Proof
 - Proof of educational qualification
 - Experience certificate
2. *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-IIA**Source of the Sample: Composite sample of drilling mud effluents from Hydrocyclones**

Sl. No.	Parameters	Units	Result
1.	Appearance	-	Greyish pourable mud
2.	Total suspended solid	Mg/L	65300
3.	Total Solid	Mg/L	66800
4.	Total Dissolved Solid	Mg/L	1500
5.	M. Value as CaCO ₃	Mg/L	120
6.	Chloride as Cl	Mg/L	85
7.	Sulphate as SO ₄	Mg/L	1400
8.	Total Iron as Fe	Mg/L	60
9.	Total Chromium as Cr	Mg/L	5.6
10.	Hexavalent chromium as Cr	Mg/L	< 0.1
11.	Vanadium as V	Mg/L	< 0.2
12.	Total Heavy Metals as Pb	Mg/L	< 0.2
13.	Specific Gravity of Mud		1.03

Physico Chemical Characteristic of drilling mud (Waste Water)

Sl. No.	Parameters	Units	Result
1.	Appearance	-	Greyish pourable mud
2.	Total suspended solids	mg/L	12990
3.	Total Solids	mg/L	14490
4.	Total Dissolved Solids	mg/L	1500
5.	M. Value as CaCO ₃	mg/L	600
6.	Chloride as Cl	mg/L	210
7.	Sulphate as SO ₄	mg/L	25
8.	Total Iron as Fe	mg/L	-
9.	Total Chromium as Cr	mg/L	< 0.02
10.	Hexavalent chromium as Cr	mg/L	< 0.02
11.	Vanadium as V	mg/L	< 0.1
12.	Total Heavy Metals as Pb	mg/L	< 0.2
13.	Specific Gravity of Mud		1.0074
14.	Total Oil	% (m/v)	1.0
15.	Free Oil	% (m/v)	0.8
17.	Emulsified Oil	% (m/v)	0.2
18.	BOD at 27°C for 3 days	mg/l	137
19.	COD	mg/l	825

ANNEXURE-IIB**Source of the sample: Sample Collected from vibrating screen**

Sl. No.	Parameters	Units	Result
1.	Appearance	-	i. Hard Cake having solid consistency 36%. ii. Lower layer Black uplayer-Gray on dissolution with water in ratio 1.1
2.	Soil to Emulsified mud ratio	-	82:12
3.	Nature of Settling	-	Black mud separates out from emulsified mud in 2 to 4 Hrs.
4.	pH of the upper unsettleable layer	-	7.3
5.	M. Value as CaCO ₃	mg/L	148
6.	Chloride as Cl	mg/L	95
7.	Sulphate as SO ₄	mg/L	1650
8.	Iron as Fe	mg/l	68
9.	Total Chromium as Cr	mg/l	6.0
10.	Hexavalent Chromium as cr	mg/l	< 0.2
11.	Vanadium as V	mg/l	< 1.0
12.	Other Heavy Metals as Ph	mg/l	< 1.0

ANNEXURE-III**PERMISSIBLE LIMIT OF CONSTITUENTS IN OUTPUT OF ETP AS PER SPCB**

Sl. No.	Parameters	Permissible Limit (not to exceed) SPCB
1	pH	5.5 -9.0
2	Temperature	40° C
3	Suspended Solids	100 mg/L
4	Oil & Grease	10 mg/L
5	Phenolics	1.2 mg/L
6	Cyanides	0.2 mg/L
7	Fluorides	1.5 mg/L
8	Sulphides	2.0 mg/L
9	Chromium (Hexa)	0.1 mg/L
10	Chromium (Total)	1.0 mg/L
11	Copper	0.2 mg/L
12	Lead	0.1 mg/L
13	Mercury	0.01 mg/L
14	Nickel	3.0 mg/L
15	Zinc	2.0 mg/L
16	BOD	30 mg/L
17	COD	100 mg/L
18	Chlorides	600 mg/L
19	Sulphates	1000 mg/L
20	Total Dissolved Solids	2100 mg/L
21	Percent Sodium	60 mg/L

Test Parameters and tentative Frequency of various tests

Sl. No	Parameters	Permissible Limit (not to exceed) SPCB	Daily Testing at Site	Fortnightly Testing offsite by the Contractor
1	pH	5.5 -9.0	Yes	
2	Temperature	40° C	Yes	
3	Suspended Solids	100 mg/L	Yes	
4	Oil & Grease	10 mg/L		Yes
5	Phenolics	1.2 mg/L		Yes
6	Cyanides	0.2 mg/L		Yes
7	Fluorides	1.5 mg/L		Yes
8	Sulphides	2.0 mg/L		Yes
9	Chromium (Hexa)	0.1 mg/L		Yes
10	Chromium (Total)	1.0 mg/L		Yes
11	Copper	0.2 mg/L		Yes
12	Lead	0.1 mg/L		Yes
13	Mercury	0.01 mg/L		Yes
14	Nickel	3.0 mg/L		Yes
15	Zinc	2.0 mg/L		Yes
16	BOD at 27° C for 3 days	30 mg/L		Yes
17	COD	100 mg/L		Yes
18	Chlorides	600 mg/L	Yes	
19	Sulphates	1000 mg/L		Yes
20	Total Dissolved Solids	2100 mg/L	Yes	
21	Percent Sodium	60 mg/L		Yes

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 GENERAL HSE POINTS

- 1.0.1 It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub sub-contractors.
- 1.0.2 Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 1.0.3 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
- 1.0.4 The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 1.0.5 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 1.0.6 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 1.0.7 All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

- 1.0.8 The contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold MVT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- 1.0.9 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 1.0.10 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
- 1.0.11 Any compensation arising out of the job carried out by the Contractor whether related to pollution due to negligence of the Contractor, Safety or Health will be paid by the contractor only.
- 1.0.12 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 1.0.13 The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- 1.0.14 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 1.0.15 If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
- 1.0.16 The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 1.0.17 To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 1.0.18 Records of to be maintained in Form A (Part A, B), B, D & E (as per Ease of Compliance Gazette Notification No 126 dated 21.02.2017) by the contractor (Details in Clause 1.11).

- 1.0.19 A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 1.0.20 A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 1.0.21 Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 1.0.22 In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- 1.0.23 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 1.0.24 The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 1.0.25 The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 1.0.26 For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

ANNEXURE-VI

PROFORMA UNDERTAKING FROM CONTRACTOR'S PERSONNEL

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

Signature

Place:

Date:

1. NAME:
DESIGNATION:
DATE:

2. NAME:
DESIGNATION
DATE:

PROFORMA-A

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

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

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

Authorised Person's Signature: _____
Name: _____

Seal of the Bidder:

PROFORMA-B**Sub: Charter Hire of 5 Nos. Effluent Treatment Plant & Management Services****PRICE BID FORMAT**

Sl. No.	Activities	Unit	Qty	Unit Rate		Total Amount	
				Code	Amount	Code	Amount
Specify the Currency							
1	Mobilization Charges for One ETP	Lump sum	1	M		TM = M x 1	
2	De-Mobilization Charge for One ETP	Lump sum	1	D		TD = D x 1	
3	Operating Day Rate for each ETP	Per Day	630	ODR		TOP= ODR x 720	
4	Interim Demobilisation Charge for one ETP	Lump sum	5	ID		TID = ID x 9	
5	Interim Mobilisation Charge for one ETP	Lump sum	5	IM		TIM = IM x 9	
6	Inter location movement charges (for movement within a distance of 30 Kms)	Lump sum	9	ILM		TILM = ILM x 9	
7	Inter location movement charges on kilometerage basis for movement in excess of 30 Kms	KM	150	ILM1		TILM1 = ILM1 x 150	
8	Standy Rate Charge for one ETP	Per Day	330	SDR		TSR = SDR x 330	
Total Charges for 3 Years of one ETP Operation including all taxes & duties except GST				TCRO = TM + TD + TOP + TID + TIM + TILM + TILM1 + TSR			
Total Charges for 3 Years of five ETP Operation including all taxes & duties except GST				TCRO x 5			
Quoted GST rate in percentage							
Total Charges for 3 Years of five ETP Operation including all taxes & duties including GST							

NOTE:

- (i) Mobilisation charges of 1(one) unit should be restricted to 5% of the 1(one) year contract cost of the ETP unit. If any bidder quote mobilisation charges more than 5% and that rate is finalised then the excess amount shall be kept held up and shall be released at the end of the contract.
- (ii) Bidders must quote for all activities as mentioned in the "Price bid format". Evaluation of the bids shall be carried out as mentioned in the Bid Evaluation Criteria (BEC) of the tender.

(iii) The quantity assumed above are only for evaluation purpose however, payment will be made on actual work done during the currency of the contract.

(iv) Procurement of Specific Goods: Earlier, there was no tax incidence in case of import of specified goods. However, 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).

(v) Please note that as per Section 171 of the GST act [Anti-Profiteering Provisions Under the GST Law], it is mandatory to pass on the benefit due to any reduction in rate of tax or from input tax credit to the consumer by the way of commensurate reduction in price.

(vi) 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.

(vii) Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in PRICE BID FORMAT.

(viii) 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).

(ix) 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.

(x) Price Bid without giving any of the details of the taxes (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.

(xi) Zero% Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the Purpose of evaluation.

SIGNATURE OF THE BIDDER

BID FORM

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

Sub: IFB No. CDG7586P18

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 both parties have signed the Contract.

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 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2018.

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

SEALED with the said Bank this ____ day of _____ 2018.

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 any of the conditions, specifying the occurred condition or conditions.

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

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

A. Issuing Bank:

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

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 to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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 to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District 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 accepted the bid submitted by the Contractor and 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 LETTER OF AUTHORITY

To:
CGM (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's IFB No. CDG7586P18

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

TO,
CGM (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Date: _____

Sir,

Sub: OIL's IFB No. CDG7586P18

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB due on _____ at Duliajan on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

&&&&&&&&

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **services under Tender No. CDG7586P18**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. **However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.**

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section: 9 -Pact Duration

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

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

Section: 10 -Other provisions

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

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

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

For the Principal

Place: Duliajan

Date: --.--.2018

For the Bidder/Contractor

Witness1:

Witness 2:

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

&&&&

ANNEXURE - B

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR (Rs.) Crores or US \$ Million)	NET WORTH In INR (Rs.) Crores or US \$ Million)

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

Place:

Date:

Seal:

Membership Code:

Registration No. :

Signature

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
(in legible letters)
Stamp

(Signature)
Full name, designation and address
(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 _____