



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

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

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### **FORWARDING LETTER**

M/s

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***Subject: IFB No. CDG4697L21 for 'Hiring the services of 01 (one) set of well servicing unit consisting of coiled tubing unit (CTU), nitrogen pumping unit (NPU), fluid pumping unit (FPU) with heating facility and other related accessories for a period of 04 (four) years for operations in Assam and Arunachal Pradesh'.***

Dear Sir(s),

- 1.0** OIL INDIA LIMITED (OIL), a "Navaratna" category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0** In connection with its operations, OIL invites **Limited International Competitive Bids (ICB)** from competent and experienced Contractors who had qualified against OIL's tender no. CDG1607P20, through OIL's E-Procurement site for ***'Hiring the services of 01 (one) set of well servicing unit consisting of coiled tubing unit (CTU), nitrogen pumping unit (NPU), fluid pumping unit (FPU) with heating facility and other related accessories for a period of 04 (four) years for operations in Assam and Arunachal Pradesh'.***

**This Limited tender is addressed to all techno-commercially qualified bidders against OIL's tender no. CDG1607P20 as listed below:**

- i. M/s Assam Air Products Pvt. Ltd.**
- ii. M/s Techno Canada Inc.**
- iii. M/s National Oilwell Maintenance Company**
- iv. M/s BVishal Oil and Energy Ltd.**

**All the above bidders to note that they have to quote their offer in the same capacity and quantity [limited to 01 (one) unit] as per the original qualified tender. It means the bidders who have qualified on the basis of consortium should quote as consortium with same**

**consortium partners, bidders qualified on the basis of technical collaboration should collaborate with the same technical collaborator and so on.**

**Since the validity of those agreements and MOU's submitted have expired, the renewed agreements and MOU's should be freshly submitted against this new tender with validity covering the total duration of the contract.**

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.	:	<b>CDG4697L21</b>
(ii)	Type of bidding	:	Limited Global E - Tender - Composite Bid System
(iii)	Bid closing date & time	:	As mentioned in e-procurement portal.
(iv)	Bid opening date & time	:	As mentioned in e-procurement portal
(vi)	Bid submission mode	:	Bids must be uploaded online in OIL's e-procurement portal.
(vii)	Bid opening place	:	Office of CGM-Contracts, Contracts Department, Oil India Limited, Duliajan - 786602, Assam, India.
(viii)	Bid validity	:	90 (ninety) days from bid closing date.
(ix)	Mobilization time	:	90 (ninety) days from the date of issue of LOA.
(x)	Bid security amount	:	Rs. 43,05,000 (equivalent to USD 57,000)
(xi)	Bid security validity	:	30.11.2020
(xii)	Original bid security to be submitted	:	Office of CGM-Contracts, Contracts department, Oil India Limited, Duliajan -786602, Assam, India. (Bidders can submit bid security on-line through OIL's electronic Payment Gateway or NEFT or RTGS)
(xiii)	Amount of performance security	:	10% of annualized contract value.

(xiv)	Validity of performance Security		90 (ninety) days beyond contract duration/period.
(xv)	Location of job		OIL's operational area in Assam & Arunachal Pradesh.
(xvi)	Duration of the contract	:	04 (four) years
(xvii)	Quantum of liquidated damage for default in timely mobilization	:	Refer <b>clause no. 30.0</b> of General Conditions of Contract.
(xviii)	Integrity Pact	:	Must be digitally signed & uploaded along with the techno-commercial Bid.
(xix)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.

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

- 3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.
- 3.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on E-Tendering the DSC token should be connected to your system.
- 3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.
- 3.4 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is

not of “Class-3” with Organizations name, the bid will be rejected.

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

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

- 3.5 For participation, applicants already having User ID & Password for OIL’s E- Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL’s E-procurement portal shall obtain User ID & password through online vendor registration system in E-Portal.
- 3.6 Parties, who do not have a User ID, can click on **Guest** login button in the E- portal to view and download the tender. **The detailed guidelines are available in OIL’s E-Procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374-2807178/4903.
- 3.7 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).
- 3.8 The link to OIL’s E-Procurement Portal has been provided through OIL’s web site ([www.oil-india.com](http://www.oil-india.com)).
- 4.0 IMPORTANT NOTES:** Bidders shall take note of the following important points while participating in OIL’s E-procurement tender:
- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL’s website) of Company.
  - ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL’s website) of Company.
  - iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake

document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information/documents submitted as per **PROFORMA-R** should be submitted along with the technical bids.

- iv) **ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, contractor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).
- v) Bid should be submitted online in OIL's E-procurement site up to **11.00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **2.00 PM (IST)** at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.
- vi) The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. **Bidder should note that no pricing information is furnished in the "Technical Attachment" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.**
- vii) The tender is invited under **COMPOSITE BID SYSTEM**. The bidders shall submit their bid through electronic form in the OIL's E-Procurement portal within the Bid Closing Date and Time stipulated in the E-Tender portal. The documents related to Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **"Technical Attachments" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below.**
- viii) The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- ix) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.
- x) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.
- ix) Conditional bids are liable to be rejected at the discretion of the Company.

**5.0 INTEGRITY PACT:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Integrity Pact, (**PROFORMA-J**) of the tender document. This Integrity Pact **PROFORMA-J** has been duly signed digitally by OIL's

competent signatory. The **PROFORMA-J** has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

## 6.0 **SCREEN SHOTS**

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

### **Note:**

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

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

**Create RFx Response**

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

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

**RFx Information** | Items | Notes and Att  
 Basic Data | Questions | Technical Attachme

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: ☐

Total Bid Value:

Bidder to select the currency of the Response

"Total Bid Value" is mandatory in "No

"Total Bid Value" considering all the

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

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the **Proforma-B**.

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

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

**Date: 25.07.2020**

## **PART – 1**

### **INSTRUCTIONS TO BIDDERS**

#### **1.0 ELIGIBILITY OF THE BIDDER:**

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

#### **2.0 BID DOCUMENTS:**

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
  - a) A Tender Forwarding Letter
  - b) Instructions to Bidders, (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) Sample Agreement Form (Proforma-G)
  - o) Proforma of Letter of Authority (Proforma-H)
  - p) Authorisation for Attending Bid Opening (Proforma-I)
  - q) Integrity Pact (Proforma-J)
  - r) Safety Measures (Proforma-K)
  - s) Proforma of Bank Guarantee towards PP-LC (Proforma-L)
  - t) Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 07.10.2019 of MoP&NG (Proforma-M)
  - u) Certificate of Compliance of Financial Criteria (Proforma-N)
  - v) Proforma of Bank Guarantee towards Ultimate Parent/Supporting Company (Proforma-P)
  - w) LIH Declaration Format (Proforma-Q) (not applicable for this tender)
  - x) Format of undertaking by Bidders towards submission of authentic information/documents (Proforma-R)
  - y) Commercial check List (Proforma-S)



- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

### **3.0 TRANSFERABILITY OF BID DOCUMENTS:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 In case of e-tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

### **4.0 AMENDMENT OF BID DOCUMENTS:**

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

### **5.0 PREPARATION OF BIDS:**

- 5.1 Language of Bids:
- 5.1.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied

by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 Bidder's/Agent's Name & address:

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

5.3 Documents comprising the bid:

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

- (A) Technical Bid (to be uploaded in "Technical Attachments" tab)
  - a) Complete technical details of the services offered.
  - b) Documentary evidence established in accordance with Clause 9.0.
  - c) Bid Security (scanned) in accordance with Clause 10.0 hereunder. Original Bid Security should be sent as per Clause No. 10.2 below.
  - d) Copy of Bid-Form without indicating prices in Proforma-C.
  - e) Statement of Non-compliance as per Proforma-D.
  - f) Proforma-A: List of items to be imported without the CIF values (For Global Tenders).
  - g) Copy of Priced Bid without indicating prices (Proforma-B).
  - h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-J.
  - i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

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

**(B)** Price Bid (to be uploaded in "Notes and Attachments" tab)

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

- a) Price-Bid Format as per Proforma-B
- b) Bid Form as per Proforma-C
- c) Proforma-A showing the items to be imported with the CIF values (For Global Tenders).
- d) PP-LC Proforma (if Quoted as PP-LC Bidder)  
The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

## **6.0 BID FORM:**

- 6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

## **7.0 BID PRICE:**

- 7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.
- 7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties (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 considering the quoted GST in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

## **8.0 CURRENCIES OF BID AND PAYMENT:**

- 8.1 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.
- 8.2 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.

## **9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

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

## **10.0 BID SECURITY:**

- 10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 10.3.

10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the “Forwarding Letter” or an equivalent amount in other freely convertible currency and shall be in DD, FDR the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide Proforma-E or online payment through OIL's e portal in or an irrevocable Letter of Credit (L/C) from any of the following Banks:

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
- c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
- d) Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable.
- e) 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.
- (i) Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.
- (ii) Any bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive.
- (iii) The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- (iv) Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of the Tender.
- (v) 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 no. 27.0 below is furnished.
- (vi) Bid Security shall not accrue any interest during its period of validity or extended validity.
- (vii) The Bid Security may be forfeited:
  - a. If the bidder withdraws the bid within its original/extended validity.
  - b. If the bidder modifies/revises their bid suo-moto within its original/extended validity.
  - c. If the bidder does not accept the order/contract.
  - d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
  - e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

- 10.3 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2 (two) years or as deemed fit as per the prevailing Banning Policy of the Company (OIL).
- 10.4 The scanned copy of the original Bid Security submitted in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical bid in the “Technical Attachment” tab of OIL’s E-portal. The original Bid Security shall be submitted by bidder to the office of CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam), India in a sealed envelope which must reach GM-Contract’s office on or before 12.45 Hrs (IST) on the Bid Closing date.
- 10.5 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 10.6 The Bank Guarantee issuing bank branch must ensure the following:
- 10.7 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.

[Tender Number should reflect in the SFMS text under “MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch, IFS Code-UTIB0001129, Branch address – Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, District Dibrugarh, PIN-786602. The Bank details are as under:

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

<b>H</b>	SWIFT Code	HDFCINBBCAL
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- 10.8 Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to either of the following designated OIL's bank accounts:

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

Note: If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder's name & Deposited Amount etc. must be uploaded with the** Unpriced Techno-Commercial Bid documents.

#### **11.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

- 11.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 11.2 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.
- 11.3 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.

#### **12.0 PERIOD OF VALIDITY OF BIDS:**

- 12.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is

mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 90 days from Bid Closing Date.

- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 10.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

### **13.0 SIGNING & SUBMISSION OF BIDS:**

#### **13.1 Signing of bids:**

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.1.2 below.

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

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

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

## 13.2 Submission of bids:

The tender is processed under **composite bid system**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the E-Tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) The Original Bid Security along with 01 (one) copy
- b) Printed catalogue and literature if called for in the bid document.
- c) Power of Attorney for signing of the bid digitally.
- d) Any other document required to be submitted in original as per bid document requirement.

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

13.2.2 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.

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

13.2.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.



14.0 Indian agent/representative/retainer/associate

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

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

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

**15.0 DEADLINE FOR SUBMISSION OF BIDS:**

- 15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 15.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

## **16.0 LATE BIDS:**

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

## **17.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

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

## **18.0 EXTENSION OF BID SUBMISSION DATE:**

- 18.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

## **19.0 BID OPENING AND EVALUATION:**

- 19.1 Company will open **both Technical and Price Bids**, including submission made pursuant to clause 13.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date/time will get extended up to the next working day and time.

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

## **20.0 OPENING OF PRICED BIDS:**

- 20.1 Being composite bid, **Price Bids of all the Bidders will be opened alongwith the technical bid in presence of representatives of the bidders**

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

#### **21.0 CONVERSION TO SINGLE CURRENCY:**

While evaluating the bids, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India CAG Branch Kolkata 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.

#### **22.0 EVALUATION AND COMPARISON OF BIDS:**

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

- 22.1 Discounts/rebates
- 22.2 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 22.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.
- 22.4 Loading of foreign exchange
- There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.
- 22.5 Exchange rate risk
- Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.
- 22.6 Repatriation of rupee cost
- In respect of foreign parties rupee payments made on the basis of the

accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

### **23.0 CONTACTING THE COMPANY:**

- 23.1 Except as otherwise provided in Clause 19.0 above, no bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 19.5.
- 23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

### **24.0 AWARD OF CONTRACT:**

- 24.1 Award criteria

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

### **25.0 Company's right to accept or reject any bid**

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

### **26.0 NOTIFICATION OF AWARD:**

- 26.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered/couriered letter) that its Bid has been accepted.
- 26.2 The notification of award will constitute the formation of the Contract.
- 26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to clause no. 27.0 below, the Company will promptly notify each unsuccessful Bidder and will discharge their Bid Security, pursuant to clause no. 10.2 hereinabove.

### **27.0 PERFORMANCE SECURITY:**

Successful bidder has to submit Performance Security amount as

mentioned in GCC clause no. 10.0.

**28.0 SIGNING OF CONTRACT:**

- 28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 02 (two) years from the date of default.

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

**29.0 CREDIT FACILITY:**

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

**30.0 MOBILISATION AND ADVANCE PAYMENT:**

- 30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 30.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

### **31.0 INTEGRITY PACT:**

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

31.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd), Shri Satyananda Mishra, IAS (Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent Monitors (IEM) for a period of 03 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

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

### **32.0 LOCAL CONDITIONS:**

32.1 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.

32.2 No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or

representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

### **33.0 SPECIFICATIONS:**

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

### **34.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no. O-20013/2/2017-FP-PNG dated 07.10.2019 of MoPNG.**

34.1 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.

34.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) Amended shall be required to meet/exceed the target of Local Content (LC) of %.

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

“We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified at Enclosure-I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. \_\_\_\_\_. ***The percentage of local content in the bid is 20%.***”

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

“We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. \_\_\_\_\_ (to be filled by the work center as notified at Enclosure-I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder). ***The percentage of local content in the bid is 20%.***”



**Note:**

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

34.3.2 At the bidding stage the bidder shall provide undertaking, certificate as per provisions under clause and 0 and shall upload along with their techno-commercial bid in the e-procurement portal.

Sample format for calculation of LC of goods may be seen in Enclosure-A. Bidders confirmation on LC shall be based on the calculation shown in this Enclosure. However, this enclosure shall not be required to be included in the bid or uploaded by the bidders in the e-procurement portal.

34.4 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference of 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) L-1 bidder [if NLC is L-1 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.

34.4.1 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.

34.5 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.

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

34.5.2 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 03 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 02 nos. only and the rest will go to L-1 (NLC bidder).

or

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

34.6 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.

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

34.8 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.

34.9 Determination of LC:

34.9.1 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.

34.9.2 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.

34.9.3 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.

34.9.4 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.

#### 34.10 Calculation of LC and Reporting:

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

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

#### 34.11 Certification and Verification:

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

##### 34.11.1.1 At bidding stage:

- a) Local Component
  - i. The bidder shall provide the percentage of Local contents in the bid as per provisions under clause 0
  - ii. Bidder must have LC in excess of the specified requirement
- b) Undertaking by the bidder
  - i. The bidder shall submit an undertaking as per clause no. 0 from the authorized signatory having the Power of Attorney alongwith the techno-commercial bid stating the manufacturer meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
  - ii. The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content as per clause no. 0

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

#### 34.11.1.2 After Contract Award

- a) The bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- b) (applicable in In cases of procurement for a value in excess of Rs 10 crores)  
The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

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

34.11.2 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.

34.11.3 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.

34.11.4 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.

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

34.12 Sanctions:

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

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

34.12.3 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.

34.12.4 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.

In pursuance of the clause No. 34.0 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at PROFORMA - L) equivalent to the amount of PBG.

**--end of part-I--**

## **PART-2**

### **1.0 BID EVALUATION CRITERIA (BEC)**

**This tender is being floated as limited tender for all the techno-commercially qualified bidders against the framework tender no. CDG1607P20. All those bidders qualified based on consortium, technical collaboration, subsidiary experience must submit their quote in the same capacity made against tender no. CDG1607P20 as per the bid/quote.**

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

- 1.0 A. TECHNICAL EVALUATION CRITERIA:** The bidder must meet the following criteria failing which offer shall be rejected.

**a. GENERAL REQUIREMENTS AND SPECIFICATION OF EQUIPMENT**

- i) All major equipment offered for this tender i.e. coiled tubing unit, nitrogen pumping unit and fluid pumping unit with heating facility should be of recent manufactured not before 01.01.2014. In support of vintage of offered equipment, the bidder shall submit an undertaking confirming that the offered equipment (i.e. coiled tubing unit, nitrogen pumping unit and fluid pumping unit) are not manufactured before 01.01.2014 and that ownership of the equipment is in the name of the bidder or it can be leased.
- ii) In case of brand new equipment for which bidder has placed purchase order but awaiting its delivery, the bidder shall submit a scanned copy of original certificate from the manufacturer along with the un-priced technical bid clearly indicating the committed date of readiness of the equipment for shipment after due inspection. A confirmation from the bidder as well as from the manufacturer shall be submitted along with the bid clearly stating compliance to mobilization time as mentioned in clause no A. 1.8 below.
- iii) In case of leased units or proposed purchase of the units (other than brand new), bidders shall submit the original Memorandum of Understanding/Agreement of Lease/Purchase of Unit, concluded with the owner of the units especially for this tender clearly stating that all the offered equipments (i.e. truck mounted slick line unit, truck & crane) shall not be manufactured before 01.01.2014, with documentary proof of ownership of the units. The above MOU/Agreement must be valid for the period of contract and any extension thereof.

**b. TECHNICAL EXPERIENCE**

**Bidder should confirm that they are quoting the same type of unit as per last Tender No. CDG1607P20. A self certification from all the leading bidders should be submitted as part of bid.**

**All those bidders qualified based on consortium, technical collaboration, subsidiary experience should submit fresh and valid agreements against this new tender with validity covering the total duration of the contract.**

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

~~In case, the bidder is an Indian Company/Indian Joint Venture Company who does not meet the experience criteria as per clause no. 1.0, b. i) above, may also bid on the strength of Technical Collaborator/Joint Venture Partner provided all the following criteria are complied:~~

~~a. The primary bidder shall have the experience of successfully completing at least 01 (one) no. of contract for providing oilfield services relating to oil and gas well operations like drilling/workover/production testing/wellhead flow assurance/ESP operations/wellhead production facility/matrix acidization/well stimulation/sand control, during the last 07 (seven) years to be reckoned from the original bid closing date. In support of the experience, the bidder shall submit documentary evidences as per clause no. 1.0, b. ii) above.~~

b. The primary bidder shall meet the financial criteria under clause no. B.

~~c. The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria 1.0, b. i) above. The experience of the Technical Collaborator/Joint Venture with partnering with other firms will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per clause no. 1.0, b. ii) above.~~

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

**1.4 BID FROM CONSORTIUM OF COMPANIES:**

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

- a) ~~The leader of the consortium shall satisfy the minimum experience requirement as per clause no. 1.0, b. i) or clause no. 1.2 a. above.~~
- b) ~~If the leader of the consortium meets the clause no. 1.2 a. above but does not meet the requirement as per clause no. 1.0, b. i) above, then any of the consortium members shall individually meet clause no. 1.0, b. i) above.~~
- c) The consortium members shall have to meet the financial criterion mentioned in clause no. B below.
- d) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly executed—by the authorized executives of the consortium members. It should be notarized and must accompany the bid which should clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:
- i) Only the leader of the consortium shall register in the e-tender portal and submit bid on behalf of the consortium. The other members of the Consortium shall ratify all the acts and decisions of the leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
- ii) The bid security shall be in the name of the leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly, the performance security shall be in the name of the Leader on behalf of the consortium.
- iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.
- iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.
- v) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- vi) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the



leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.

- vii) Documents/details submitted with the bidding document pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.
- viii) Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.
- ix) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected.

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

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

~~Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause nos. 1.0, b. i) can also be considered provided the bidder is a subsidiary company of the parent company [supporting company] in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary [supporting company]. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co subsidiary company or through any other arrangement like Technical Collaboration agreement.~~

In case of subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as **Annexure-VI (a)**) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **Annexure-VI (b)**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

In both the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by the supporting company to provide a performance security (as per format and instructions enclosed at **PROFORMA-P**), equivalent to 50% of the value of the performance security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.
- (ii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case supporting company fails to submit performance bank guarantee as per (i) above, bid security submitted by the bidder shall be forfeited.

- 1.7 Bidders quoting on the technical strength as per clause nos. 1.2, 1.4, 1.6 should provide the respective services including key personnel for a minimum duration of 50% of the Contract period during execution of the contract. A declaration as per **Annexure-VII** in this respect to be submitted as part of technical bid.

1.8 **MOBILISATION TIME:**

The bidders must confirm their compliance in their “technical” bid to complete the mobilization within 90 (ninety) days from the date of issue of Letter of award (LOA). Offers without confirmation of stipulated mobilization time or with mobilization time more than 90 (ninety) days will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.

**B. FINANCIAL EVALUATION CRITERIA:**

- 1.0 The bidder shall have an annual financial turnover of minimum **Rs. 5.14 Crore** (or equivalent **USD 6,76,450**) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.
- 2.0 In case of Consortium of companies, any member of the Consortium shall have an annual financial turnover of minimum **Rs. 5.14 Crore** (or equivalent **USD 6,76,450**) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date and other member(s) of the consortium shall have an annual financial turnover of minimum **Rs. 2.57 Crore** (or equivalent **USD 33,82,230**) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date. Support from parent/supporting company is not

allowed to meet the financial criteria.

- 3.0** "Net worth of bidder must be positive for preceding financial/accounting year. In case of consortium bidding net worth of individual consortium member should be positive for the preceding financial/ accounting year.
- 4.0** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the Balance Sheet/Financial Statements for the financial year ..... (as the case may be) has actually not been audited as on the original bid closing date as per format enclosed (PROFORMA-N).

**NOTE:**

- (a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:
- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-B to BEC**
- OR
- ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- (b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- 5.0** In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:
- (i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.
- (ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as **Annexure-VI(c)**) by the authorized officials.

- (iii) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
- (iv) Documents proving that net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.

**6.0** In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or USD.

**NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.**

**C. COMMERCIAL EVALUATION CRITERIA:**

- 1.0** Bids shall be submitted under composite bid system i.e. technical bid and priced bid shall be opened on the same day. The technical bid is to be uploaded as per scope of work & technical specification of the tender in **“Technical Attachments” Tab** and Priced Bid as per Proforma-B uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this composite bid system shall be rejected outright.
- 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.
- 3.0** Bids should be valid for 90 (ninety) days from the date of technical bid opening. Bids with shorter validity will be rejected as being non-responsive.
- 4.0** Unless exempted as per clause no. 11.0 of ITB of tender, bid security in original Rs. 43,05,000 (equivalent to USD 57,000) shall be furnished as a part of the technical bid and shall reach OIL’s Head-Contract’s office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL’s E-Procurement portal along with the technical bid. 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** Bids received through the E-Procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

- 7.0** 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.
- 8.0** 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 initialed by the person or persons who has/have digitally signed the Bid.
- 9.0** Any Bid containing false statement will be rejected.
- 10.0** 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.
- 11.0** 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.
- 12.0** 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 Security Clause
  - ii) Taxes Clause
  - iii) Insurance Clause
  - iv) Force Majeure Clause
  - v) Termination Clause
  - vi) Arbitration Clause
  - vii) Liability Clause
  - viii) Withholding Clause
  - ix) Liquidated damages Clause
  - x) Firm price
  - xi) EMD/Bid bond
  - xii) Integrity Pact

**D. PRICE EVALUATION CRITERIA:**

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

- 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 03 (Three) months, then B.C. Selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 3.0** The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.
- 4.0** 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**.
- 5.0** 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.
- 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'.

**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.

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

Note: Please note that in case of Import of individual items valuing upto Rs. 5 Lakhs and similarly for domestic goods upto Rs. 1 Lakh no EC will be issued by DGH. Bidders should take note and quote should be inclusive of the applicable Customs Duty and GST.

## **5.0 PURCHASE PREFERENCE CLAUSE:**

Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

- 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:**

Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 31<sup>st</sup> June'2020 shall continue to be valid only for a period up to the 31<sup>st</sup> day of March, 2021.

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

- i. Udyam Registration Number with Udyam Registration Certificate.  
OR
- ii. Proof of registration 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 Udyog Adhar registration or registration with any other body specified by Ministry of MSME.

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

5.5 Purchase preference Policy (linked with Local Content) (PP-LC).

5.5.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 25.04.2019 of MoP&NG shall be applicable in this tender (Annexure- XII enclosed).

5.5.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings/documents applicable for this policy.

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

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



## CHECKLIST FOR BEC

### Annexure- A to BEC

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

Clause No.	Description	Reference File No. and Page No. of Bidder's Quote	Provided	Not Provide d
I.	<p><b>This tender is being floated as limited tender for all the techno-commercially qualified bidders against the framework tender no. CDG1607P20. All those bidders qualified based on consortium, technical collaboration, subsidiary experience must submit their quote in the same capacity made against tender no. CDG1607P20 as per the bid/quote.</b></p> <p><b><u>BID EVALUATION CRITERIA (BEC)</u></b></p> <p>The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the Techno-commercial Bid.</p>			
1.0 A	<p><b><u>TECHNICAL EVALUATION CRITERIA:</u></b> The bidder must meet the following criteria failing which offer shall be rejected.</p> <p><b><u>a. GENERAL REQUIREMENTS AND SPECIFICATION OF EQUIPMENT</u></b></p> <p>i) All major equipment offered for this tender i.e. coiled tubing unit, nitrogen pumping unit and fluid pumping unit with</p>			

	<p>heating facility should be of recent manufactured not before 01.01.2014. In support of vintage of offered equipment, the bidder shall submit an undertaking confirming that the offered equipment (i.e. coiled tubing unit, nitrogen pumping unit and fluid pumping unit) are not manufactured before 01.01.2014 and that ownership of the equipment is in the name of the bidder or it can be leased.</p> <p>ii) In case of brand new equipment for which bidder has placed purchase order but awaiting its delivery, the bidder shall submit a scanned copy of original certificate from the manufacturer along with the un-priced technical bid clearly indicating the committed date of readiness of the equipment for shipment after due inspection. A confirmation from the bidder as well as from the manufacturer shall be submitted along with the bid clearly stating compliance to mobilization time as mentioned in clause no A. 1.8 below.</p> <p>iii) In case of leased units or proposed purchase of the units (other than brand new), bidders shall submit the original Memorandum of Understanding/ Agreement of Lease/Purchase of Unit, concluded with the owner of the units especially for this tender clearly stating that all the offered equipments (i.e. truck mounted slick line unit, truck &amp; crane) shall not be manufactured before 01.01.2014, with documentary proof of ownership of the units. The above MOU/Agreement must be valid for the period of contract and any extension thereof.</p>			
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	<p><b>b. <u>TECHNICAL EXPERIENCE</u></b></p> <p><b>Bidder should confirm that they are quoting the same type of unit as per last Tender No. CDG1607P20. A self certification from all the leading bidders should be submitted as part of bid.</b></p> <p><b>All those bidders qualified based on consortium, technical collaboration, subsidiary experience should submit fresh and valid agreements against this new tender with validity covering the total duration of the contract.</b></p>			
1.2	<p><b><u>BID FROM INDIAN COMPANY/INDIAN JOINT VENTURE COMPANY WITH TECHNICAL COLLABORATION/JOINT VENTURE PARTNER:</u></b></p> <p><del>In case, the bidder is an Indian Company/Indian Joint Venture Company who does not meet the experience criteria as per clause no. 1.0, b. i) above, may also bid on the strength of Technical Collaborator/Joint Venture Partner provided all the following criteria are complied:</del></p> <p><del>a. The primary bidder shall have the experience of successfully completing at least 01 (one) no. of contract for providing oilfield services relating to oil and gas well operations like drilling/workover/production testing/wellhead flow assurance/ESP operations/wellhead production facility/matrix acidization/well stimulation/sand control, during the last 07 (seven) years to be reckoned from the original bid closing date. In support of the experience, the bidder shall submit documentary evidences as per clause no. 1.0, b. ii) above.</del></p> <p>b. The primary bidder shall meet the financial criteria under clause no. B.</p>			

	<p><del>c. The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria 1.0, b. i) above. The experience of the Technical Collaborator/Joint Venture with partnering with other firms will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per clause no. 1.0, b. ii) above.</del></p>			
1.3	<p>Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding (MOU)/ Agreement with their technical collaborator/joint venture <b><u>partner clearly indicating their roles</u></b> and responsibilities <b><u>under the scope of work</u></b> which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.</p>			
1.4	<p><b><u>BID FROM CONSORTIUM OF COMPANIES:</u></b></p> <p>In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:</p> <p>a) <del>The leader of the consortium shall satisfy the minimum experience requirement as per clause no. 1.0, b. i) or clause no. 1.2 a. above.</del></p> <p>b) <del>If the leader of the consortium meets the clause no. 1.2 a. above but does not meet the requirement as per clause no. 1.0, b. i) above, then any of the consortium members shall individually meet clause no. 1.0, b. i) above.</del></p> <p>c) The consortium members shall have to meet the financial criterion mentioned in clause no. B below.</p> <p>d) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly</p>			

	<p>executed—by the authorized executives of the consortium members. It should be notarized and must accompany the bid which should clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:</p> <p>i) Only the Leader of the consortium shall buy the bid document and submit bid on behalf of the consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.</p> <p>ii) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name &amp; address of consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the consortium.</p> <p>iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding /undefined activities, if any, amongst all</p>			
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	<p>the consortium members.</p> <p>iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.</p> <p>v) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.</p> <p>vi) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.</p> <p>vii) Documents/details submitted with the bidding document pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.</p> <p>viii) Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.</p> <p>ix) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected.</p>			
<b>1.5</b>	<p>Bidder(s) quoting in Collaboration/joint venture Partnership/Consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately/independently against this tender. All the bids received in such</p>			

	case will be summarily rejected.			
1.6	<p><b><u>ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT /SUBSIDIARY COMPANY:</u></b></p> <p><del>Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause nos. 1.0, b. i) can also be considered provided the bidder is a subsidiary company of the parent company [supporting company] in which the parent company has 100% stake <u>or</u> parent company can also be considered on the strength of its 100% subsidiary [supporting company]. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co subsidiary company or through any other arrangement like Technical Collaboration agreement.</del></p> <p>In that case as the subsidiary company is dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as <b>Annexure-VI (a)</b>) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as <b>Annexure-VI (b)</b>) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.</p> <p>In both the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:</p> <p>(j) Undertaking by the supporting company to provide a performance security (as per format and instructions enclosed in <b>PROFORMA-P</b>), equivalent to 50% of the</p>			

	<p>value of the performance security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.</p> <p>(ii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p>Note: In case <u>supporting company</u> fails to submit performance bank guarantee as per (i) above, bid security submitted by the bidder shall be forfeited.</p>			
<b>1.7</b>	<p>Bidders quoting on the technical strength as per clause nos. 1.2, 1.4, 1.6 should provide the respective services including key personnel for a minimum duration of 50% of the Contract period during execution of the contract. A declaration as per <u>Annexure-VII</u> in this respect to be submitted as part of technical bid.</p>			
<b>1.8</b>	<p><b><u>MOBILISATION TIME:</u></b></p> <p>The bidders must confirm their compliance in their “technical” bid to complete the mobilization within 90 (ninety) days from the date of issue of Letter of award (LOA). Offers without confirmation of stipulated mobilization time or with mobilization time</p>			



	more than 90 (ninety) days will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.			
<b>B.</b>	<b><u>FINANCIAL EVALUATION CRITERIA:</u></b>			
<b>1.0</b>	The bidder shall have an annual financial turnover of minimum <b>Rs. 5.14 Crore</b> (or equivalent <b>USD 6,76,450</b> ) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.			
<b>2.0</b>	In case of Consortium of companies, any member of the Consortium shall have an annual financial turnover of minimum <b>Rs. 5.14 Crore</b> (or equivalent <b>USD 6,76,450</b> ) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date and other member(s) of the consortium shall have an annual financial turnover of minimum <b>Rs. 2.57 Crore</b> (or equivalent <b>USD 33,82,230</b> ) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date. Support from parent/supporting company is not allowed to meet the financial criteria.			
<b>3.0</b>	" <b>Net worth</b> of bidder must be positive for preceding financial/accounting year. In case of consortium bidding net worth of individual consortium member should be positive for the preceding financial/accounting year.			
<b>4.0</b>	Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered.			

	<p>However, the bidder has to submit an affidavit/undertaking certifying that the Balance Sheet/Financial Statements for the financial year ..... (as the case may be) has actually not been audited as on the original bid closing date as per format enclosed (PROFORMA-N).</p> <p><b><u>NOTE:</u></b></p> <p>(a) For proof of Annual Turnover &amp; Net worth any one of the following documents must be submitted along with the bid:</p> <p>i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>ANNEXURE-B to BEC</b></p> <p>or</p> <p>ii) Audited Balance Sheet along with Profit &amp; Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</p> <p>(b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>			
<b>5.0</b>	<p>In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along</p>			

	<p>with the technical bid:</p> <p>(i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.</p> <p>(ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as <b>Annexure-VI(c)</b>) by the authorized officials.</p> <p>(iii) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.</p> <p>(iv) Documents proving that net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.</p>			
<b>6.0</b>	<p>In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit &amp; Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or USD.</p> <p><b><u>NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.</u></b></p>			
<b>C.</b>	<p><b><u>COMMERCIAL EVALUATION CRITERIA:</u></b></p> <p><b>1.0</b> Bids shall be submitted under composite bid system i.e. technical bid and priced bid shall be opened on the same day. The technical bid is to be uploaded as per scope of work &amp; technical specification of the tender in <b>“Technical Attachments” Tab</b> and Priced Bid as per Proforma-B uploaded in the <b>“Notes &amp; Attachments” Tab</b>. Bids shall be rejected outright if the</p>			

	<p>prices are indicated in the technical bids. Bids not conforming to this composite bid system shall be rejected outright.</p> <p><b>2.0</b> Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.</p> <p><b>3.0</b> Bids should be valid for 90 (ninety) days from the date of technical bid opening. Bids with shorter validity will be rejected as being non-responsive.</p> <p><b>4.0</b> Unless exempted as per clause no. 11.0 of ITB of tender, bid security in original (Rs. 43,05,000 (equivalent to USD 57,000) shall be furnished as a part of the technical bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the technical bid. The amount of bid security shall be as specified in the Forwarding Letter of the bid document. Bid without proper &amp; valid bid security will be rejected.</p> <p><b>5.0</b> The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the technical bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.</p> <p><b>6.0</b> Bids received through the E-Procurement portal shall only be accepted. Bids received in any other form shall not be accepted.</p> <p><b>7.0</b> Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued.</p>			
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	<p>Unsolicited bids will not be considered and will be straightway rejected.</p> <p><b>8.0</b> Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.</p> <p><b>9.0</b> Any Bid containing false statement will be rejected.</p> <p><b>10.0</b> Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid will be summarily rejected.</p> <p><b>11.0</b> Bidders shall quote directly and not through their Agent/Representative /Retainer/Associate in India. Bids submitted by Indian Agent/Representative /Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.</p> <p><b>12.0</b> Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:</p> <ul style="list-style-type: none"> <li>i) Performance Security Clause</li> <li>ii) Taxes Clause</li> <li>iii) Insurance Clause</li> <li>iv) Force Majeure Clause</li> <li>v) Termination Clause</li> <li>vi) Arbitration Clause</li> <li>vii) Liability Clause</li> <li>viii) Withholding Clause</li> <li>ix) Liquidated damages Clause</li> <li>x) Firm price</li> </ul>			
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	xi) EMD/Bid bond xii) Integrity Pact			
<b>D.</b>	<p><b><u>PRICE EVALUATION CRITERIA:</u></b></p> <p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to Bid Evaluation Criteria will be considered for further evaluation as per the Price Evaluation Criteria given below:</p> <p><b>1.0</b> If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.</p> <p><b>2.0</b> For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 03 (Three) months, then B.C. Selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.</p> <p><b>3.0</b> The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.</p> <p><b>4.0</b> The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under <b>Section - IV</b> and the summarized price schedule format vide enclosed <b>Proforma - B</b>.</p> <p><b>5.0</b> The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the</p>			

	<p>purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.</p> <p><b>6.0</b> 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 <b><u>Price Bid Format</u></b> as per 'Proforma-B'.</p>			
<b>E.</b>	<p><b><u>GENERAL:</u></b></p> <p><b>1.0</b> In case bidder takes exception to any clause of bid document not covered under BEC, then the company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders.</p> <p><b>2.0</b> 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.</p> <p><b>3.0</b> If any of the clauses in the BEC contradict with other clauses of the bid document elsewhere, then the clauses in the BEC shall prevail.</p> <p><b>4.0 <u>CUSTOMS DUTY:</u></b> 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</p>			

	<p>the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil &amp; IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.</p> <p>4.2 Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST &amp; SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.</p> <p>Note: Please note that in case of Import of individual items valuing upto Rs. 5 Lakhs and similarly for domestic goods upto Rs. 1 Lakh no EC will be issued by DGH. Bidders should take note and quote should be inclusive of the applicable Customs Duty and GST.</p> <p><b>5.0 <u>PURCHASE PREFERENCE CLAUSE:</u></b></p> <p>Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.</p> <p>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.</p> <p>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.</p>			
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	<p>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.</p> <p>5.4 <b><u>DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:</u></b></p> <p>Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 31<sup>st</sup> June'2020 shall continue to be valid only for a period up to the 31<sup>st</sup> day of March, 2021.</p> <p>The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman} against this tender has to submit the following documents for availing the benefits applicable to MSEs:</p> <p>i. Udyam Registration Number with Udyam Registration Certificate. OR</p> <p>ii. Proof of registration 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 Udyog Adhar registration or registration with any other body specified by Ministry of MSME.</p> <p><b><u>Note:</u></b> In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be</p>			
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	<p>enclosed.</p> <p><b>5.5 Purchase preference Policy (linked with Local Content) (PP-LC)</b></p> <p>5.5.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 25.04.2019 of MoP&amp;NG shall be applicable in this tender (Annexure- XII enclosed).</p> <p>5.5.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings/documents applicable for this policy.</p> <p><b><u>6.0 COMPLIANCE OF THE COMPETITION ACT, 2002:</u></b> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.</p>			
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**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.) Crores/ US \$ Million)	<b>NET WORTH</b> In INR (Rs.) Crores/ US \$ Million)

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

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

## **PART-3**

### **SECTION-I**

#### **GENERAL CONDITIONS OF CONTRACT**

#### **1.0 APPLICABILITY, DEFINITION & INTERPRETATION**

##### **1.1 Applicability**

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

##### **1.2 Definition & Interpretation**

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

##### **1.2.1 COMPANY/OIL/Operator:**

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

##### **1.2.2 CONTRACTOR:**

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

##### **1.2.3 Contract:**

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

##### **1.2.4 Site:**

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

##### **1.2.5 COMPANY's Site Representative/Engineer:**

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

1.2.6 Sub-Contract:

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value:

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods:

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY

for/under the CONTRACT and amendments thereto.

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid/offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Wilful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

### 1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

### 1.2.29 GST Legislations:

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts’
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

## **2.0 CONTRACT DOCUMENT:**

- 2.1 Governing language: The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.
- 2.2 Entire Agreement: The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.
- 2.3 Amendment in CONTRACT: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR’s BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

## **3.0 WAIVERS AND AMENDMENTS:**

- 3.1 Waivers: It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized



representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

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

#### **4.0 CONTRACT TIMELINE:**

- 4.1 Effective Date of Contract:

The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

- 4.2 Date of Commencement of Operation:

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

- 4.3 Duration of the contract:

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

#### **5.0 SCOPE OF WORK/CONTRACT:**

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

#### **6.0 GENERAL OBLIGATION OF CONTRACTOR:**

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

- 6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

- 6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4 Comply with all applicable statutory obligations specified in the contract.
- 6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.6 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

**7.0** General Obligation of COMPANY:

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

- 7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.
- 7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
- 7.3 Perform all other obligations required of COMPANY by the terms of this contract.

**8.0** Duties and power/authority:

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

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilisation of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.

- v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.
- vii. CONTRACTOR's representative:
  - (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
  - (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
  - (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
  - (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

**9.0** Personnel to be deployed by contractor:

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

- 9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

- 9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

**10.0 PERFORMANCE SECURITY:**

- 10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

- 10.2 Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider, or

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

Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

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

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

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

- 10.5 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

- 10.6 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

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

- 10.8 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.9 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.10 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.11 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

\*Subject to credit in OIL's account within prescribed time

\*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

## **11.0 SIGNING OF CONTRACT:**

- 11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].

## **12.0 CLAIMS, TAXES & DUTIES:**

- 12.1 Claims:

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

12.2 Notice of claims:

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

12.3 Taxes:

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

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

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

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

12.3.5 Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time

of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.

- 12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9 CONTRACTOR shall provide all the necessary compliances/invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents ie: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
  - 12.3.11 Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
  - 12.3.12 Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
  - 12.3.13 Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).
  - 12.3.14 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
  - 12.3.15 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
  - 12.3.16 OIL would not accept any invoice without its GSTIN mentioned on the invoice

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

#### 12.4 Goods and Services Tax:

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

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

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

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

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

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

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

#### 12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

#### 12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.



12.4.8 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

## 12.5 Anti-profiteering clause

12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

## 13.0 **CUSTOMS DUTY, IF APPLICABLE:**

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

## 14.0 **INSURANCE:**

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

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks

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

- 14.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 14.3 CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.
- 14.5 Certificate of Insurance:

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

- a) Kinds and amounts of insurance as required herein
  - b) Details of coverage
  - c) Insurance corporation or companies carrying the aforesaid coverage
  - d) Effective and expiry dates of policies
  - e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
  - f) Waiver of subrogation endorsement has been attached to all policies and
  - g) The territorial limits of all policies.
- 14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.
  - 14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term

when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

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

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

- 14.9 Principal Assured

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

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

- 14.10 Waiver of subrogation:

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

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

- 14.11 Deductible:

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

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

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

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

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

14.13 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required.

14.14 On account payment to OIL in case of claim

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

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

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

- i) **Workman Compensation and/Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier’s Legal Liability Insurance:** Carrier’s Legal Liability Insurance in respect of all CONTRACTOR’s items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of

the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.

- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) Any other insurance policy set forth in the SCC

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

## **15.0 LIABILITY:**

- 15.1.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub-CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.
- 15.1.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORs or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORs and sub-CONTRACTORs. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.
- 15.1.3 The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for loss or damage to the

equipment of the CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

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

CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

**16.0 LIMITATION OF LIABILITY:**

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

**17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:**

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

## **18.0 CONSEQUENTIAL DAMAGE:**

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

## **19.0 RISK PURCHASE:**

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

## **20.0 INDEMNITY AGREEMENT:**

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

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



## **21.0 INDEMNITY APPLICATION:**

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

## **22.0 ROYALTY PATENTS:**

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

## **23.0 WARRANTY AND REMEDY OF DEFECTS:**

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

## **24.0 SUBCONTRACTING/ASSIGNMENT:**

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

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

## **25.0 RECORDS, REPORTS AND INSPECTION:**

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

## **26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:
- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
  - b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the

power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

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

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

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

## **27.0 REMUNERATION AND TERMS OF PAYMENT:**

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

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

CONTRACTOR or by its sub-CONTRACTOR.

- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

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

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

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

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

**29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.**

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

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

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).

- ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

- 1) The furnished information is correct to the best of his knowledge.
- 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
- 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
- 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

### **30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:**

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an

ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, The applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

### **31.0 FORCE MAJEURE:**

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

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

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

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

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

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

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

### **32.0 SET-OFF:**

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

### **33.0 WITHHOLDING:**

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

- 33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2 Defective work not remedied by CONTRACTOR.
- 33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.
- 33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which



CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

#### **34.0 APPLICABLE LAWS:**

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

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts. The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923

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

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

### **35.0 LABOUR LAWS:**

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour( Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.

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

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

ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

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

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

### **36.0 STATUTORY REQUIREMENTS:**

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

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

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the

environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

- 37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

### **38.0 POLLUTION AND CONTAMINATION:**

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

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

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

### **39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:**

- 39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall

be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

- 39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
  - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
  - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
  - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

- 39.6 In order to ascertain the net impact of the amendment/revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
  - ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.
- 39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.
- 39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

**40.0 SEVERABILITY:**

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

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

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

**42.0 SETTLEMENT OF DISPUTES:**

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

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
  - (i) 20%of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.
- 42.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):
  - a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD



as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

#### 42.4 Resolution of disputes through conciliation by OEC

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice

invoking conciliation till the date of OEC recommendations in any further proceeding.

- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

#### 42.5 Exclusions

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

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

#### **43.0 COMPLETION OF CONTRACT:**

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

#### **44.0 TERMINATION:**

- 44.1 Termination on expiry of the contract: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.
- 44.2 Termination of contract for death: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or

the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

- 44.3 Termination on account of Force Majeure: Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 31.0 above.
- 44.4 Termination on account of insolvency: In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

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

- 44.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].
- 44.6 Termination due to change of ownership and Assignment: In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money

then due. No notice shall be served by the COMPANY under the condition stated above.

- 44.8 Termination for delay in mobilization: CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.
- In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.
- Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.

#### **45.0 TO DETERMINE THE CONTRACT:**

In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

#### **46.0 WITHOUT DETERMINING THE CONTRACT:**

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

#### **47.0 ERRING/DEFAULTING AGENCIES:**

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

#### **48.0 MISCELLANEOUS PROVISIONS:**

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

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

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

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

***--end of section--***

## **PART - 3**

### **SECTION – II**

#### **TERMS OF REFERENCE & TECHNICAL SPECIFICATIONS OF EQUIPMENT**

**1.0 INTRODUCTION:** This section establishes the scope and describes the specifications, instructions, standards and other documents including the specifications for any tools or equipment, which the Contractor shall satisfy or adhere to in the performance of the work. The contract is for “Hiring the services of 01 (one) set of well servicing unit consisting of coiled tubing unit (CTU), nitrogen pumping unit (NPU), fluid pumping unit (FPU) with heating facility and other related accessories for a period of 04 (four) years for operations in Assam and Arunachal Pradesh”.

**2.0 DEFINITION OF WORK:** The contractor is to provide equipment as per the list given below with associated equipment/tools & services on hiring for a period of 04 (four) years. The contractor shall render services for carrying out necessary well serving operations in vertical wells, high angle deviated wells (S-bend, J-bend, extended reach, horizontal). Well depths where necessary operations are to be carried out are in the depth range of 0-4, 500 meters. Depths of the wells, where operations are to be carried out, may somewhat increase or decrease. Maximum working pressure will be of 10,000 psi. The major equipment offered i.e. Coiled Tubing Unit, Nitrogen Pumping Unit and Fluid Pumping Unit with heating facility shall not be older than manufactured before 01.01.2014.

01 (One) set of well servicing service package will consist of the following:

<b>Sl.No</b>	<b>Description</b>	<b>No. of Unit</b>
1	Coiled Tubing Unit (including flowback tank facility and all treating irons and fittings. Tank of capacity 2 X 250 bbls or 500 bbls.)	01 (One) no.
2	Nitrogen Pumping Unit with provision of supply of liquid nitrogen	01 (One) no.
3	Fluid Pumping unit with heating Facility and with provision for supply of water	01 (One) no.
4	Downhole Servicing Tools	01(One) set

Details of the above equipments shall be provided as per the Equipment checklist-1.



2.1 **WELL SERVICING JOBS INCLUDING BUT NOT LIMITED TO THE FOLLOWING JOBS:**

a) **Oil/Gas Well activation with CTU and/or NPU units**

The job will involve unloading and activation of new/work-over/shut in/ceased wells using CTU and/or NPU units. It involves lowering of coiled tubing in stages to the bottom of the well or to the final depth as decided by the Company and displace the well fluid with nitrogen to the desired volume/depth and make the well displace on its own. The job will also be applicable for unloading and lowering of fluid levels of wells prior to perforations.

b) **Sand cleaning (fill removal) with CTU, NPU/FPU**

The job involves cleaning of sand particles deposited inside the well bore up to the bottom of the well or to the desired depth by using CTU, NPU and FPU etc. The circulation medium may be water, formation water, foam and other viscous nitrified gel etc. determined by reservoir/formation parameters. The actual medium to be used for a particular job will be decided as per requirement.

c) **De-waxing of well with CTU, FPU/FPU with heating facility (HOCU)**

The job involves circulating of hot oil or other circulating fluid through coiled tubing and simultaneously running the coiled tubing down the well judiciously. Utmost care to be taken during the job so that at no stage the tubing stuck up in wax or other materials takes place in the hole.

Heating and pumping requirement:

LWC: Time 25 mins >75 deg C, Max GPM: 130

Water: Time: 15 mins > 75 deg C, Max GPM: 130

Only LWC and chemicals will be provided by OIL. MSDS will be provided to the Contractor.

As FPU (without heating facility) Max GPM: 337

d) **Well killing/well fluid change over with FPU, CTU (optional)/FPU with heating facility (HOCU)**

The job involves pumping of water to replace drilling fluid or work-over fluid or vice versa using FPU, CTU (optional)/**FPU with heating facility (HOCU)**. For killing a well, requisite amount of suitable killing fluid at desired pressure should be pumped into the well bore to suppress inflow from the reservoir. In an emergent situation like blow out and uncontrollable release of well fluid, the well needs to be killed with the help of various units. In such an adverse situation, the crew must be prepared to work in war footing including hooking up of killing lines etc. at the well. The entire job

will be carried out in presence and supervision of the Company's representative.

e) **Acidization job using CTU, FPU & NPU**

The job involves acidization of selected formations by pumping suitable acid at the target depth through CT, flow back, subsequent cleaning up of residuals and enlivening of the well by CTU, NPU & FPU. The design of individual job including selection of chemicals and acids will be decided by the company. Acid and other Chemicals required for the job will be supplied by OIL. Prior to taking up the acid job, the company will furnish the available information (such as MSDS) to the Contractor regarding recipe of the acid & chemicals to be used. Moreover, the chemical properties and brand name and supplier's information will also be provided. The sample mixture of the acids/chemicals will be jointly tested at OIL's lab, prior to the first acid job. If desired by the Contractor, a sample of the subject chemicals will also be given to the Contractor for their laboratory testing.

f) **Fish recovery using CTU & NPU/FPU**

Fishing operation involves recovery of down hole fish lying inside the well bore using CTU and NPU/FPU and different fish recovery tools.

g) **Drilling of compact fill or scales with CTU, FPU**

The job involves running in Coiled Tubing with proper drilling bits/nozzles (i.e. Slim hole motor of size 1 11/16" for CTU 1 ¼"- ½" OD to be supplied by the contractor) and drill down the fill or scale to the target depth by flushing out the cuttings with a circulating fluid. Two bits to be provided. Additional bits will be supplied by OIL however, crossover/BHA/MHA to be given by Contractor.

h) **Horizontal Well CT intervention for Sand cleaning, water unloading, chemical treatment etc.**

The job involves intervention of CT up to the bottom of the well (toe of the horizontal section) or to the desired depth by using CTU, NPU and FPU etc. in an objectives to clean sand, unloading of water or chemical treatment etc. Necessary tools and attachments required for horizontal intervention shall be arranged by the Contractor.

i) **Back washing of Water Disposal Well using CTU & NPU**

Back washing of disposal wells involves unloading of well fluid using CTU and NPU. Unloading of fluid must be carried out with a control rate so that there is no ingress of sand during the operation.

j) **Injectivity testing of the well using FPU**

The job involves injecting suitable liquid to the formation by pumping with FPU. The contractor shall ensure proper record of pumping rates (i.e. injectivity) at different pumping pressures.

k) **Any other job not covered above**

Any other similar type of job, not spelt out above but, which can be carried out with the use of the offered CTU/NPU/FPU with heating facility and other equipment shall have to be carried out by the Contractor as and when necessary.

2.2 **GUIDELINES:** Recommended Safe Operating Procedures & guidelines should be followed while carrying out well stimulation operation. [OISD-182]

**3.0 AREA OF OPERATION:**

3.1 The area of the operation as planned is in Assam & Arunachal Pradesh.

3.2 The following information is for general guidelines to the Contractors:

- (a) Minimum width of the well site approach road: 3.50 m
- (b) Turning Radius: 16 m approximately
- (c) **Maximum allowable unit load inclusive of fare weight for Class AA loading: 45 T**
- (d) Maximum overhead clearance: 4.75 m.
- (e) Highest recorded wind velocity in Assam: 80km/hour (60 MPH).
- (f) Max. Recorded ambient temp: 40° Celsius
- (g) Min. recorded ambient temp: 8° Celsius.
- (h) Weather Pattern: Frequent rains from March to September and occasional during the remaining period.
- (i) Nature of top soil: Usually Clay/Alluvium/Unconsolidated.
- (j) Source of water: Only the water source will be shown by the Company. The transportation shall have to be arranged by the contractor.
- (k) Average annual rainfall: 250/300 cm.
- (l) Humidity: Max. 98%.

**4.0 SCOPE OF WORK:** The work is defined and described by, but not necessarily limited to, any or all of the following:

4.1 To provide good quality equipment and skilled personnel required to unload well fluid for reducing head during well activation, for well stimulation by Nitrified acid job required for well stimulation having sandstone and limestone reservoir pay zone.

4.2 To provide coiled tubing services (including requisite surface piping's, flow-back tanks, choke manifold and pressure control devices), pumping services

and other related equipment for well activation, dewaxing, fish recovery, sand cleaning, water disposal and acidized wells back washing, debris & scale clean out in well by acidization, circulation, milling etc., as required.

- 4.3 To supply liquid Nitrogen for NPU/CTU services and Supply of water with tankers for carrying out services using FPU.
- 4.4 To provide final report and all relevant data gathered at the end of each operation.
- 4.5 The CT units shall have provisions for carrying out specialized jobs. The contractor shall agree to RIH CT with specialized tools provided by OIL or its service provider to enable specialized jobs if required i.e. the CT unit should have provisions/ability to inject or run specialized tools including telemetry enabled system through CT string that is capable of doing specialized jobs such as real-time production logging, downhole data monitoring etc. like pressure and temperature and other real time depth measurements like GR and CCL.
- 4.6 Illumination requirement, if any during the execution of the contract will be under the scope of the contractor.
- 4.7 Dedicated Tractor for each Well Servicing Unit. If Nitrogen Pumping Unit is skid mounted, and not trailer or truck-mounted, then there must be a separate crane (apart from the one to be used in rigging up CTU injector).
- 4.8 The flowback facility along with 2 x 250bbl or 500bbls flowback tank must be provided by the Contractor. The Contractor must use the flowback tank for all the jobs mentioned in TOR. The evacuation of the flowback tank and the additional tank, using a suitable pump, is in the scope of the Contractor. OIL will however provide bowsers/tankers for evacuating the contents of the tank.
- 5.0** The successful Contractor shall provide equipments with associated equipment/tools & services as listed above to carry out Well Servicing Operations in accordance with the completion programme. The Contractor shall furnish documentary evidence in support of vintage and ownership of the equipment in context to 1.1.1 of BRC/BEC prior to mobilization. Apart from this, the successful Contractor shall also provide spares for the units with maintenance crew at all time for uninterrupted operation.
- 6.0** **PRESENCE OF CO<sub>2</sub>& H<sub>2</sub>S:** Presence of CO<sub>2</sub> in minor amount is expected in the wells. The wells are expected to be H<sub>2</sub>S free.
- 7.0** **TECHNICAL SPECIFICATION OF EQUIPMENT TO BE OFFERED BY CONTRACTOR:** The Contractor shall mobilize all necessary equipment, tools and spares for successful and uninterrupted operation of the well servicing operation.

## 8.0 **TECHNICAL GUIDELINES FOR SELECTION OF THE UNITS AND ACCESSORIES TO BE PROVIDED BY SUCCESSFUL CONTRACTOR:**

- A. **Coiled Tubing Unit:** Coiled Tubing Unit of size 1½" OD CT mounted on a oil field truck/skid/trailer along with following dimensions accessories should meet the following minimum requirement:

Engine: The Contractor shall provide engine(s) with BHP as per the design load. Engine(s) should be of minimum EURO III/BS III or equivalent norms.

### **DIMENSION (COMPLETE UNIT/INCLUDING TRAILER)**

Overall Width (max)	-	2.9 meter
Overall Height (max)	-	4.75 meter
Overall Length (max)	-	12.0 meter for Rigid Vehicles
	-	18.0 meter for Tractor Trailer
Combination		
Ground Clearance	-	Approx. 25.0 cm. (10 inch)

1. **Coiled Tubing:** The Contractor shall offer 1½" continuous coiled tubing.
2. **Tubing Reel:** The tubing is to be placed in a suitably sized skid mounted tubing reel assembly along-with the following minimum features.
  - a. **1½" OD Tubing Reel assembly: 1½" OD Tubing Reel assembly:** The unit shall have the provision for adapting 1½" OD (Wall thickness 0.109") coiled tubing of minimum length of 4,800 meters. The CTU shall be equipped with an attachment to adapt 1½" OD CT. As such, the Contractor shall keep the following equipment ready in hand:
    1. 1½" CT Reel X 4,800 m (of QT 800 or equivalent) = 1 no.
    2. Additional Tube Reel assembly for 1½" CT = 1 no.  
Note: The Contractor shall arrange necessary services (like crane, truck) to carry separately to carry out rig up and install/replace damaged 1½" Tube Reel Assembly at the well site, whenever needed. The contractor shall keep at any point of time one additional 1½" CT Reel x 4,800m (of QT 800 or equivalent) as back up.
3. **Tubing Injector:** The tubing injector should be suitable for 1½" OD Coiled tubing and be driven by hydraulic motor with 60,000 lbs continuous pull capacity at 4400 psi (310 Kgs/sqcm).
4. **Blow Out Preventor (BOP):** At least One hydraulically operated 2.9/16" bore X 10,000 PSI (API 6A) flange ended BOP having quadra ram provision, one for 1½" OD tubing, one for 1½" OD slip, one for 1½" OD shear ram and one for 1½" OD blind ram.

BOP with size 3 1/2" X 10,000 psi with suitable adapter to match with the

well head as specified in above is also acceptable.

Combi BOP having all the four provisions of rams is also acceptable.

The Contractor is to supply necessary well head adapters required for installation of the BOP on to the top flange of the well heads specified as:

- a) 2.9/16" X 3,000 PSIG WP flanged (API 6A) X-mas tree assembly.
  - b) 2.9/16" or 3.1/2" X 5,000 PSIG WP flanged (API 6A) X-mas tree assembly.
  - c) 2.9/16" or 3 1/2" X 10,000 PSIG WP flanged (API 6A) X-mas tree assembly.
  - d) The vertical height of the top flange of well heads from ground level is in the range of 3.00 meters to 3.5 meters.
5. **Stuffing Box**: A hydraulically actuated side loading stripper/packer shall be fitted with the injector.
  6. **Crane Assembly**: Suitable crane for rigging up/down of the lubricator assembly shall be provided as an integral part of CTU or separately.
  7. **Accumulator System**: The Contractor is to provide a suitable high pressure accumulator system with a sufficient volume capacity and a constant back-up hydraulic pressure to the hand pump system.
  8. **Riser/CTU Lubricator**: The Contractor shall arrange for suitable number of risers/lubricators for a total length of 30 feet, of appropriate sizes & pressure rating for carrying out different CT operation. The Contractor shall note the different specifications of the downhole tools while selecting the risers.
  9. The Contractor shall keep one additional pressure control equipment BOP & Stripper (min 10,000 psi rating) for intervening wells of Well Head Pressure (WHP) more than 3,500 psig.
  10. The package shall be inclusive of high pressure 10K/15K rated surface pipings along with suitable x-overs for adaptability to X-mas tree, flow-back tank, choke manifold and pressure control devices etc.

The OIL's X-mas tree connections are:

2.1/16",RX24/ BX152-API 6A  
2.9/16",RX27/ BX153-API 6A  
3.1/8" x 2.9/16"- API 6A (5M)  
4.1/8" x 3.1/8"- API 6A (5M)  
FIG 602  
FIG1002  
FIG 1502

**B. NITROGEN PUMPING UNIT**

Nitrogen pumping Unit (NPU) mounted on an Oil field truck/skid/trailer capable of pumping and vaporizing 180000 SCFH (MAX) and pressure upto 10,000 psi along with a minimum storage tank of capacity 5000 US gallons liquid nitrogen including all requisite piping's and fittings. The contractor shall be responsible for the supply of liquid nitrogen to carry out NPU operation at well site. The contractor shall ensure availability of minimum 4000 IMP gallons of liquid nitrogen (at any point of time) throughout the period of the contract.

1. **DIMENSION (COMPLETE UNIT/INCLUDING TRAILER)**

Overall Width(max)	-	2.9 meter	
Overall Height(max)	-	4.75 meter	
Overall Length(max)	-	12.0 meter for Rigid Vehicles	
	-	18.0 meter for Tractor	Trailor
Combination			
Ground Clearance	-	Approx. 25.0 cm. (10 inch)	

2. **ENGINE**

Engine: The Contractor shall provide engine(s) with BHP as per the design load. Engine(s) should be of minimum EURO III/BS III or equivalent norms.

B.1. **LIQUID NITROGEN STORAGE TANK:**

The Contractor shall provide Liquid Nitrogen Storage Tank(s)/Tankers of the following specification:

- Net capacity: 5000 US gallons.

**Operating Temperature Ranges**

Minimum: -20°F (0 °C)

Maximum: 120°F (49°C)

The Tank must conform to SMPV rules. Tanks must be fitted with standard safety relief systems as per applicable ASME code. For example,

1. Relief valve
2. Block line relief valve
3. Tank
4. Rupture disk
5. Annular space relief valve

Tank must be provided with suitable pressure building coil to pressurize vessel for withdrawal of liquid.

B.2. **LIQUID NITROGEN TRANSPORTER TANK**

The Contractor shall provide 01 (one) no. of liquid nitrogen transporter tank. The unit should be placed in a suitable truck fit for Indian road condition with following specifications:

- Net Capacity : 2,000 US gallon

**OPERATING TEMPERATURE RANGES**

Minimum: -20°F (0 °C)

Maximum: 120°F (49°C)

The Tank must conform to SMPV rules. Tank must be fitted with standard safety relief systems as per applicable ASME code. For example,

- a. Relief valve
- b. Block line relief valve
- c. Tank
- d. Rupture disk
- e. Annular space relief valve

Tank must be provided with suitable pressure building coil to pressurize vessel for withdrawal of liquid.

C. **FLUID PUMPING UNIT WITH HEATING FACILITY WITH SUPPLY OF WATER:**

Oil Field Truck/Skid/Trailer Mounted Multi-purpose Pumping Unit with maximum discharge rate 337 GPM (1275 LPM) at 2745 psi (193 kg/cm<sup>2</sup>) pressure and Minimum discharge = 75 GPM (284 LPM) at 10000 psi (703 kg/cm<sup>2</sup>) and Maximum working temperature of 100 deg C. The unit shall be complete with Blender & Filtration unit with a fluid capacity tank and necessary piping, fittings & tools. The pump shall be suitable to handle fluid viz. Crude oil, HSD, water, saline water, mineral oils, high viscous fluids, mud, acid etc.

The unit shall be capable of heating the fluid to be pumped to a temperature of not less than:

- i) 75deg C max, in 25 mins in case of LWC.
- ii) 75 deg C max, in 15 mins in case of water. The heating system shall be designed to raise the inlet temperature of the working fluid (Crude oil/Plain water/Saline water etc.) from a minimum of 5 deg C to 75 deg C with the designed pumping rate.

The heating system shall be direct fired one pass continuous forced circulation oil type heater. The technical data sheet shall be supplied along with the quotation.

The contractor shall arrange for transportation of water to the pumping unit using water tankers (using 02 nos. of 20KL capacity water bowser) to



carry out relevant well servicing job, at well site. Only the water source will be provided by OIL. However, LWC (low wax crude) for de-waxing operation and Chemicals for sand cleaning operation will be provided by OIL.

**DIMENSION (COMPLETE UNIT /INCLUDING TRAILER)**

Overall Width(max) - 2.9 meter  
 Overall Height(max) - 4.75 meter  
 Overall Length(max) - 12.0 meter for Rigid Vehicles  
 18.0 meter for Tractor Trailor Combination  
 Ground Clearance - Approx. 25.0 cm. (10 inch)

**D. DOWNHOLE SERVICING TOOLS:**

The Contractor shall provide the following necessary downhole servicing tools, suitable to run in hole with 1.1/2" CT including but not limited to for uninterrupted operation of the equipments, during the contractual period.

<b>Sl. No</b>	<b>Description of the tool</b>	<b>Specifications</b>	<b>Minimum Quantity (Number)</b>
1	Dual action hydraulic jar	Max. OD : 2.125 " Tensile strength: 48,600 lbs. Stroke length : 8 "	1
2	Dual action intensifier	Max. OD : 2.120 " Tensile strength: 61,000 lbs Stroke length : 6 "	1
3	ROTO Hammer or impact drill jar	Size: 2 1/8" Tool OD:2.125" Operating Pressure: 500-2500 psi Maximum Pull: 30,000 lbs. Hits per minute: 25-800 Bit size: 1 7/8" to 2 1/4" Application : to be used for clean out, shifting stubborn sliding sleeves, driving debris down hole. Similarto National Oil Well Varco Make Part No.C182-023-21	1

4	Roto hammer intensifier	Max. Tool OD: 2.125" Tensile Strength: 48500 lbs. Stroke length; 6" Application: to be used in conjunction with the ROTO hammer to provide necessary tool movement and acceleration. Similar to National Oil Well Varco Make Part No.C060-077-21	1
5	Knuckle joint	Max OD: 1.750" Tensile strength: 60,000lbs Angle of deviation:15° Similar to National Oil Well Varco Make Part No.:C064-067-21	2
6	Flow activated heavy duty running/pulling tool	Max. OD : 1.875 " Tensile Strength : 50,000 lbs Nominal size : 2 " Fish neck catch size : 1.375 "	2
7	Flow activated shifting tool for SSD operation (With Change over connection)	SSD size : 2.313 " Tubing size : 2 7/8 " N-80 EUE Casing size : 5 <sup>1</sup> / <sub>2</sub> "	1
8	Coiled tubing jetting indexing tool	Max. OD: 2.125" Tensile strength: 38,000 lbs Index rotation step: 6 X 60 degree Operating Pressure: 800 psi. Similar to National oil well Varco make Part No.:C162-007-21	1

9	Multi jet wash tool	Max OD: 2.125" Jetting nozzle insert: 13 x 3/16" Similar to National Oil Well Varco make.	2
	Multiple flow port nozzle	Max OD: 1.687" Nozzle configuration: 1 x 0.250" and 4 x 0.250"@45°	2
	Multiple up flow port nozzle	Max OD: 1.687" Length: 6" Nozzle Configuration: 1x 0.500", 4x 0.187"@45°, 4x 0.187"@90°	1
	Multiple side port nozzle	Max OD: 1.687" Length: 6" Nozzle Configuration: 1 x 0.250", 4 x 0.250"@ 90°	1
	Flow Activated coiled tubing releasable overshot	Max. OD: 2.125 " Max. working tensile : 68000lbs strength Fish catch size : 11/4", 15/8", 13/4" for Tubing size : 2 7/8 " N-80 EUE Casing size : 5.1/2 "	2
	Three pronged Fishing grab with flow through facility suitable for recovering Wireline fish	Simple flexible design and robust construction External fish neck: 1 3/8" Size: 2 3/16"	2
	Single pronged Fishing grab (Spear) with flow through facility suitable for recovering Wireline fish	Simple flexible design and robust construction External fish neck: 1 3/8" Size: 2 3/16"	2
	Slim hole Motor with different sizes bits	Slim hole motor Size : 1 11/16 " Maximum diameter of motor at upset :	1

		1.75 " (44 mm) Torque at full load : 140 lb feet Maximum weight on bit : 6000 lb For Coil tubing size : 1.25"OD x .087" wall Drill bit sizes: 1 7/8" , 2 1/8", 2 3/16" with standard carbide inserts (2 nos. each)	
	Lead Impression Block with flow through facility	Size: 2.0"	2
	Lead Impression Block with flow through facility	Size: 2.125"	2
	Lead Impression Block with flow through facility	Size: 2.25"	2

**Note:** Down hole servicing tool should be in workable condition during the contractual period. Hence, adequate spares are to be kept accordingly. Contractor should note that there will not be any differentiation in rate in operating and standby status of the tools. The Contractor shall keep adequate numbers of connectors/adaptors so that down hole tools could be used for 1½ inch sized coiled tubing.

#### **G. SURFACE HOOK UP CONNECTION**

The Contractor shall supply, but not limited to the followings for laying of surface lines to carry out operations in the field:

1. Treating irons of minimum 100 feet in each unit
2. Unions (of appropriate sizes & Quantity)
3. Elbows(of appropriate sizes & Quantity)
4. Flanges(of appropriate sizes & Quantity)
5. Crossovers (of appropriate sizes & Quantity)
6. Swivel joint(of appropriate sizes & Quantity)
7. valves(of appropriate sizes & Quantity)

2" x 15,000 psig (FIG 1502) treating irons and other fittings will be required under this tender. Necessary adapter/connectors/change sub shall be made available for use of the same irons & fittings for pressure ratings FIG 602 and FIG 1002.

### **GENERAL NOTE:**

- (i) Contractor shall ensure that there shall not be any shut down of Coiled Tubing unit due to non-availability of continuous coiled tubing. Contractor shall keep at least one spare continuous coiled tubing in their stock all the time.
- (ii) All the necessary pipes, fittings, valves, adequate length of high pressure delivery lines etc. required for rigging up of the equipment and operations shall be provided by the Contractor. The contractor shall provide requisite cross-overs for adaptability of their equipment, tools, piping's etc. to the x-mass tree.
- (iii) Supply, storage, consumption of water, liquid nitrogen (99.9% purity), fuel & other consumables at the well sites as well as at the camp site shall be the Contractor's responsibility. Any shut down of operation due to non-availability of above shall be on the Contractor's account.
- (iv) The Contractor shall also provide fuel for all of their vehicles and other stationary engines.
- (v) All sorts of lubricants for day to day operation shall be supplied by the Contractor. Also, various spares required for uninterrupted operation shall be stocked/supplied by the Contractor.
- (vi) Only Chemicals and acid along with other inhibitors and handling facilities (mixing tanks & transfer Pump) (newly incorporated) for carrying out acid job successfully will be provided by the Company.
- (vii) The contractor may have to carry out more than one number of jobs simultaneously in different well locations on a single day based on job requirement.

### **8.0 GENERAL STATUTORY REQUIREMENTS FOR SAFETY NORMS:**

- a. All the moving/rotating parts like belts, couplings, drive lines etc., of the equipment should be well guarded.
- b. SRV of the pumps and air reservoir tanks should be tested regularly and records of such testing should be kept available all the times.
- c. Proper color codes as per safety norms should be applied on the high pressure lines, gas lines and water lines.
- d. Anchoring and grouting of the delivery & bleed lines of the pumps should be done before running the pump.

**Note: Any other item/assembly not incorporated above and needed for meeting the scope of work in the tender should be provided by the Contractor.**

### **9.0 TRANSPORTATION SERVICES**

Transportation of Contractor's personnel & their material from camp site to well site and between work sites shall be the responsibility of the Contractor. All vehicles deployed for this purpose should be in prime condition.

## **11.0 FIRE FIGHTING AND SAFETY EQUIPMENT/SERVICES:**

**Safety:** Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out and maintain fire and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, Tool box meetings, BOP tests, etc. as may be required by company at prescribed intervals.

- i) Contractor shall provide all Fire extinguishers DCP, Foam sprayer, Sand buckets etc. as specified under OISD - STD - 189 and OMR..
- ii) Fire protection at well sites shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing competent persons trained in the field of fire-fighting (certificate/diploma holders) at the well site.
- iii) Documentation, record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc., as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Hygiene Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Contractor.
- iv) **First Aid Kit:** An adequate and approved first aid kit shall be provided at work site with all medicines as recommended by John Ambulance.
- v) **SECURITY SERVICES:** Contractor shall provide adequate security personnel to safe guard their own equipment & accessories at camp & work site. In case of any security issue, the contractor has to lodge FIR in the nearby Police Station and submit a copy of receipt to OIL along with a forwarding letter, then only OIL may activate its security services to solve the situation.
- vi) **CAMP AND OTHER ESTABLISHMENT:** Suitable camp facilities for Contractor's personnel including catering services shall be Contractor's responsibility.
- vii) **COMMUNICATION SYSTEM:** Suitable communication system like WLL/ Cell phone is to be provided by the Contractor for effective communication from well as well as from base camp.

## **12.0 PERSONNEL TO BE DEPLOYED**

- i) The Contractor will provide competent, qualified and adequately experienced personnel for carrying out jobs as mentioned in scope of work correctly and efficiently. Personnel provided by the Contractor must observe

all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the Contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.

- ii) Maintain a highly skilled technical staff to render the services and capable of making the best use of the equipment so as to ensure the highest degree of accuracy and reliability of the works/data gathered.
- iii) CONTRACTOR shall submit CVs of the personnel to the COMPANY for approval prior to the commencement of the Operations.
- The personnel of the Contractor other than Indian nationals shall possess a MHA (Ministry of Home Affairs) clearance and the Contractor shall ensure that the MHA clearance is obtained at his own responsibility and cost prior to any expatriate personnel mobilized to the field.
- Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company.
- Personnel deployed by the Contractor should be fluent in English/local language.

The following skilled personnel, required for execution of the contract shall have to be deployed by the Contractor.

POSITION	MINIMUM EXPERIENCE	NUMBER OF PERSONNEL
Overall Supervisor	10 Years	1
Coiled Tubing Operator	03 Years	1
Nitrogen Pumper Operator	03 Years	1
Fluid Pumper Operator	03 Years	1
Asst. Operator for Equipment	03 Years	2

**Note:** The above list of key personnel indicates the minimum requirement. The Contractor will need to make provisions for additional manpower that may be required for execution of the Contract smoothly.

**Crew configuration:** For executing jobs satisfactorily, the Contractor shall have to deploy the following work personnel with each equipment/group of equipment

Operation	No. of Crew
1. Pumping Operation	4
2. Coiled Tubing and Nitrogen	5
3. Coiled Tubing, Nitrogen & fluid Pumping	6
4. Coiled Tubing and fluid	5

Pumping	
---------	--

**Note:** The above list of work personnel indicates the minimum requirement. The Contractor will need to make provisions for additional manpower that may be required for satisfactory execution of the Contract.

### **13.0 COMPANY'S REQUISITES**

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

13.1 **KEY PERSONNEL:** The qualification and experience of the key personnel are to be as under:

#### **1) OVERALL SUPERVISOR:**

- i) Shall be engineering graduate or equivalent with sound health, must have minimum of 05 years of work experience in E&P business out of which 03 years experience in well servicing operation with CTU, NPU, FPU with heating facility.

or

Shall be Engineering Diploma holder with sound health, must have minimum of 10 years of work experience in E&P business out of which 05 years's experience in well servicing operation with CTU, NPU, FPU with heating facility.

- ii) Shall be well conversant with operation and maintenance of equipment deployed and safety regulations
- iii) Shall have good skill in writing and speaking English.

#### **2) COILED TUBING OPERATOR:**

- i) Shall be science graduate/engineering diploma holder or equivalent, with sound health and have minimum of 02 years of work experience in operation and maintenance of Coiled tubing Unit in oil/gas wells.

or

Shall be High School or equivalent passed with sound health, must have minimum of 07 years of experience in operation and maintenance of Coiled tubing Unit in oil/gas wells.



- ii) Should be capable of writing and speaking English.
- iii) Should be conversant with well control methods to take independent decisions in case of well emergencies.

3) **NITROGEN PUMPER OPERATOR:**

- i) Shall be science graduate/engineering diploma holder or equivalent, with sound health and have minimum of 02 years of work experience in operation and maintenance of Nitrogen Pumping Unit in oil/gas wells.

or

Shall be High School or equivalent passed with sound health, must have minimum of 07 years of experience in operation and maintenance of Nitrogen Pumping Unit in oil/gas wells.

- ii) Should be capable of writing and speaking English.
- iii) Should be conversant with well control methods to take independent decisions in case of well emergencies.

4) **FLUID PUMPER OPERATOR:**

- i) Shall be high school passed and ITI certificate holder or equivalent, with sound health and have minimum of 02 years of work experience in operation and maintenance of Fluid Pumping Unit in oil/gas wells.

or

Shall be High School or equivalent passed with sound health, must have minimum of 07 years of experience in operation and maintenance of Fluid Pumping Unit in oil/gas wells.

- ii) Should be capable of writing and speaking English.
- iii) Should be conversant with well control methods to take independent decisions in case of well emergencies.

5) **ASSTT. OPERATOR FOR EQUIPMENT:**

- i) Shall be high school passed and ITI certificate holder or equivalent, with sound health and have minimum 02 years work experience in operation and maintenance of Coiled Tubing Unit, Nitrogen Pumping Unit and Fluid Pumping Unit in oil and gas wells.
- ii) Preferably should be capable of writing and speaking English and local language.

**NOTES:**

- 1) An undertaking from all the personnel as per Performa (Annexure-II) should be forwarded after deployment of manpower prior to mobilization.

- 2) Regarding educational qualification and experience of the key personnel, the Contractor shall substantiate their claim with valid educational and experience certificates.
- 3) For degree/diploma/certificate/standards awarded by any Educational Institutes other than Indian Institutes, the Contractor shall furnish a brief description about the educational system of that country.
- 4) The personnel deployed by the Contractor should comply with all the safety norms applicable during operation.
- 5) For driving the vehicles/units on road, the Contractor shall ensure that the driver possesses necessary valid and proper licenses conforming to Indian Motor Vehicle Act.

6) **Medical Fitness:**

The Contractor shall ensure that all of the Personnel deployed under the contract shall have had a full medical examination from qualified and registered doctor in accordance with accepted medical standards prior to commencement of the Well Servicing Operation.

7) **Training Courses:**

- ❖ The Contractor shall ensure that all of the Contractor Personnel performing services hereunder shall have attended all safety and operational training courses such as mines vocational training or equivalent required by applicable law and as is generally consistent with international petroleum industry practice and/or as otherwise required by the Company.
  - ❖ The Contractor shall, if requested, forthwith produce valid and current certificates of completion or attendance for the Company's inspection.
- 8) Personnel should be versed in fire-fighting, gas testing etc.
  - 9) Overall Supervisor shall co-ordinate day to day operations smoothly and in professional manner. He shall visit Company's representative office everyday for taking necessary instruction for the operation.
  - 10) Contractor should deploy other personnel which shall include drivers, security men, (both at well site and camp site), services of unskilled labour.
  - 11) On/off duty details of well servicing and associated service personnel should be indicated.
  - 12) Employment of personnel other than key persons shall be at the discretion of the contractor to run all operations at work site and camp successfully.
  - 13) The Contractor shall forward the list of personnel deployed along with bio-data/qualification/experience/track record of the personnel prior to mobilization of the equipment with all supporting documents. Any additional manpower deployed by the Contractor shall be at the expense of the Contractor.
  - 14) The age of the key personnel except Overall Supervisor should not be more than 50 (Fifty) years.
  - 15) The Contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the experience as indicated above.

Moreover, the Contractor will have to obtain prior approval from the Company for the relief personnel of the Contractor at least 02 (Two) days in advance.

- 16) Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace within 10 (Ten) days for personnel of Indian origin and 21 (Twenty one) days for foreign residents. The deported personnel shall be allowed to continue the job till the replacement arrives with the discretion of the Company.
- 17) All charges for personnel are included in Day rates. No separate charges shall be payable for the personnel deployed.

### 13.2 **Imparting Training to OIL's personnel:**

The Contractor shall impart training to at least 12 OIL's personnel (per well servicing package) at Company's headquarters, Duliajan free of cost on the operation and applications of Coiled Tubing Unit, Nitrogen Pumping Unit and Fluid Pumping Unit.

### **Annexure- B (i) (Part-3,Section II)**

#### **Bidders to mark (√) Provided or Not Provided along with File No. and Page No.**

Sl. No.	Description	Provided	Not Provided	Reference File no and Page no
1	PART 3 SECTION - II Clause no. 2.0 The bidder shall provide an undertaking signed by its authorized representative confirming acceptance to clause no 2.0, clause no 2.1 and clause no 2.2 of Part 3 Section -II.			
2	PART 3 SECTION - II Clause no. 4.0 The bidder shall provide an undertaking signed by its authorized representative confirming acceptance to the overall scope of work i.e. clause no 4.1, clause no 4.2, clause no 4.3 and clause no 4.4 of Part 3 Section-II.			
3	PART 3 SECTION - II Clause no. 5.0 The bidder shall provide an undertaking signed by its authorized representative for clause no 5.0 of Part 3 Section -II.			
4	PART 3 SECTION - II Clause no. 7.0 The bidder shall provide an			

	undertaking signed by its authorized representative for clause no 7.0 of Part 3 Section –II.			
5	PART 3 SECTION - II Clause no. 8.0 The bidder shall provide an undertaking signed by its authorized representative confirming compliance to clause no 8.0 of Part 3 Section –II.			
6	PART 3 SECTION - II Clause no. 8.0 A The bidder shall provide technical literature, data sheets, brochures etc. against the offered Coiled Tubing Unit matching as per Clause no. 8.0 A of PART 3 SECTION - II			
7	PART 3 SECTION - II Clause no. 8.0 B The bidder shall provide technical literature, data sheets, brochures etc. against the offered Nitrogen Pumping Unit matching as per Clause no. 8.0 B of PART 3 SECTION - II			
8	PART 3 SECTION - II Clause no. 8.0 C The bidder shall provide technical literature, data sheets, brochures etc. against the offered Fluid Pumping Unit With Heating Facility With Supply Of Water matching as per Clause no. 8.0 C of PART 3 SECTION - II			
9	PART 3 SECTION - II Clause no. 8.0 D The bidder shall provide technical literature, data sheets, brochures etc against the offered Down-hole Servicing Tools matching as per Clause no. 8.0 F of PART 3 SECTION - II			
10	PART 3 SECTION - II Clause no. 8.0 E The bidder shall provide an undertaking signed by its authorized representative confirming acceptance to clause no 8.0 G of Part 3 Section –II.			
11	PART 3 SECTION - II Clause no. 9.0 The bidder shall provide an undertaking signed by its authorized representative confirming acceptance to clause no 9.0 of Part 3 Section –II.			
12	PART 3 SECTION - II Clause no. 10.0 The bidder shall provide an undertaking signed by its authorized representative confirming acceptance to clause no 10.0 of Part 3 Section –II.			

13	PART 3 SECTION - II Clause no. 11.0 The bidder shall provide an undertaking signed by its authorized representative confirming acceptance to clause no 11.0 of Part 3 Section –II.			
14	PART 3 SECTION - II Clause no. 12.0 The bidder shall provide an undertaking signed by its authorized representative confirming compliance to clause no 12.0 of Part 3 Section –II.			
15	PART 3 SECTION - II Clause no. 13.0 The bidder shall provide an undertaking signed by its authorized representative confirming acceptance to clause no 13.0 of Part 3 Section –II.			
16	PART 3 SECTION - II Clause no. 13.1 The bidder shall provide an undertaking signed by its authorized representative confirming compliance to clause no 13.1 of Part 3 Section –II.			
17	PART 3 SECTION - II Clause no. 13.1 NOTES The bidder shall provide an undertaking signed by its authorized representative confirming compliance to clause no 13.1 Notes of Part 3 Section –II.			
18	PART 3 SECTION - II Clause no. 13.2 The bidder shall provide an undertaking signed by its authorized representative confirming acceptance to clause no 13.2 of Part 3 Section –II.			

**-end of section-**

### **PART-III**

#### **SECTION-III**

##### **SPECIAL CONDITIONS OF CONTRACT**

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

- 1.13 “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.
- 1.14 “Shifting Charge” means shifting of required well servicing Equipment from one location to next location or to the base camp after completion of operation in the well.
- 1.15 “Well Servicing Operation” means all operations required to be carried out pursuant to this contract.
- 1.16 “Gross Negligence” means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act.
- 1.17 “CTU” and “NPU” means the standard well servicing equipments - coiled tubing unit and nitrogen pumping unit. “FPU with heating facility /HOCU” means Fluid pumping unit with facility to heat the fluid prior to pumping / Hot Oil Circulation Unit.

## **2.0 MOBILIZATION**

- 2.1 The contractor must complete the mobilization within 90 (ninety) days from the date of issue of letter of award (LOA).
- 2.2 **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 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 engagement; Contractor shall determine remuneration of Contractor’s personnel. Such employees shall be solely of Contractor’s employees. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, qualification

and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The Contractor shall not deploy its personnel unless cleared by the company.

- 3.2 The Contractor shall have a base office at Base camp at Duliajan to be manned by competent personnel, who shall act for the Contractor in all matters relating to Contractor's obligations under the contract.
- 3.3 Contractor's Personnel: Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.
- 3.4 Contractor shall deploy on regular basis, all category of their employee required for economic and efficient well servicing operations.

#### **4.0 COMPANY'S REQUISITES**

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

#### **5.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WELLSITE AND CAMPSITE**

- 5.1 Contractor shall provide food & services for all its own & its sub-contractor's personnel.
- 5.2 Transportation of Contractor's personnel from base camp to work place will be arranged by Contractor.
- 5.3 **Medical Facilities:** The Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency case on payment basis.

#### **6.0 CONTRACTOR'S ITEMS**

- 6.1 Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.



- 6.2 Contractor shall be responsible for maintaining at its own adequate stock levels of items including spares and replenishing them as necessary.
- 6.3 Contractor shall be responsible for the maintenance and repair of all equipment and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.
- 6.4 Contractor will provide all POL for operation of Contractor's equipment both at well-site and campsite at Contractor's cost. There shall be no escalation in the day rates and others throughout the duration of the contract including extension, if any, on account of any price increase in fuel/lubricants. Only acid along with other chemicals/inhibitors for carrying out the job successfully will be provided by the Company.
- 6.5 Contractor will provide necessary electricity at campsite.
- 6.6 Contractor will provide Liquid Nitrogen for NPU operation and Supply requisite amount of water for FPU operation as and when required.
- 6.7 Zero day rate with penalty as per clause 16.0 b) hereunder will be applicable for shutdown of well servicing operation on account of inadequate supply of Contractor's items, including but not limited to, POL, lubricants, personnel etc.

## **7.0 CONDUCTING WELL SERVICING OPERATIONS**

- 7.1 The Contractor shall carry out all operations mentioned in this contract in accordance with accepted International oilfield practices.
- 7.2 The Well Servicing Units and all other equipment and materials to be provided by Contractor shall be in perfect working condition.
- 7.3 Well Servicing Units: Contractor shall be solely responsible for the operation and maintenance of the Contractor's Well Servicing Units.
- 7.4 Upon completion of a well servicing operation in a well, statement stating that the well has been completed in accordance with the terms of this contract and signed by the representatives of both Contractor and Company, will be made available to Company.
- 7.5 **Safety:** Contractor shall observe such safety regulations in accordance with acceptable oil field practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out and maintain fire-fighting equipment in sound condition at all times during operation. Contractor shall conduct safety drills, BOP tests etc. regularly.

7.6 **Adverse Weather:** Contractor, in consultation with company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the equipment and personnel to the fullest possible extent.

7.7 **AMENDMENTS OF COMPLETION PROGRAMME:** It is agreed that Contractor shall carry out Well Servicing Operations in accordance with the programme to be furnished by OIL, which may be amended from time to time by reasonable modification as OIL deems fit, in accordance with good oil field practices.

## **8.0 CONTRACTOR'S SPECIAL OBLIGATIONS**

8.1 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 authorised to designate its representative, who shall at all times have access to the Well Servicing Units, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat company's representative at well site as being in charge of company's designated personnel at well site. The company's representative may, amongst other duties, observe, test, check and control implementation of well servicing operations, equipment and inspect works performed by contractor or examine records kept at well site by Contractor.

8.2 **Compliance with Company's Instructions:** Contractor shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to well servicing programme, safety instructions, confidential nature of information, etc. Such instructions shall, if Contractor request, be confirmed in writing by company's representative.

8.3 **WELL RECORDS:** Contractor shall keep/provide the record of operation on daily basis of each well on to the Company's Representative.

8.4 **Confidentiality of Information:** All information obtained by Contractor in the conduct of operations hereunder shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than company's representative. This obligation of Contractor shall be in force even after the termination of the Contract.

8.5 Contractor shall carryout normal maintenance of company's items (taken on loan, if any).

8.6 Contractor should provide the list of items to be imported in the format specified in Proforma-A for issuance of recommendatory letter to Directorate General of Hydrocarbons (DGH), New Delhi for clearance of equipment from Indian customs at concessional (nil) rate of customs duty.

- 8.7 Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Assam Entry Tax for bringing equipment/material to Work place shall be Contractor's responsibility. Company will provide necessary Essential Certificate, if required.
- 8.8 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company. If the re-export is not completed within the specified period, 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.

**9.0 LOSS/DAMAGE TO HOLE & EQUIPMENTS:**

- 9.1 **LOSS OR DAMAGE TO HOLE** In the event, the well is damaged by dropping of any tool/Coiled tubing/fish or any reason of willful acts or Contractor's gross negligence, Contractor's liability shall be to carry out the operations as required for rectification of damage of the well to the reasonable satisfaction of company at Contractor's cost. However, no rate will be payable during the period.

**9.2 DAMAGE OR LOSS OF THE WELL SERVICING UNITS:**

- a) The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Well Servicing Units and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the agents, nominees, assignees, Contractors 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.
- b) If the Well Servicing Unit is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage and the Contractor fail to replace the damaged unit(s) with the similar unit(s), this contract shall terminate in respect of the Well Servicing 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 Well Servicing Unit(s), except for its payment of money then due or liabilities to be charged in respect of work already done under this contract in respect of that Well Servicing Unit(s). However, replacement for the damaged unit(s) shall be made within the stipulated time as mutually agreed.

9.3 **LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:**

Except as otherwise specifically provided in the contract, any damage to or loss, of the Well Servicing Units and/or Downhole tools/equipment 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 and their 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 Well Servicing Unit or any other equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.

9.4 **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 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 suitably.

10.0 **BLOWOUT AND POLLUTION**

10.1 **BLOWOUT OR CRATER:** While carrying out any well servicing operation, if any blowout or crater occurs due to *gross negligence* of Bidder, Bidder should take urgent necessary action to bring the well under control. If the bidder fails to control such situation and if OIL or any other third party is engaged, the Bidder shall bear the cost and expenses incurred thereon as mutually agreed upon and shall indemnify and hold company harmless in this regard. This provision is not to be interpreted as company assuming any liability for loss of property, damages, loss of life or injuries caused by such a blowout, except as otherwise provided under the terms and conditions of the contract.

10.2 **POLLUTION AND CONTAMINATION:** 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 etc. wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities. The Company shall assist the Contractor in providing the suitable site for safe disposal of such contamination.

11.0 **CUSTOMS DUTY**

11.1 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(CONDITION NO. 48)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.

- 11.2 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.
- 11.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 11.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma - A or the actual whichever is less (for the first time import) and at actuals (for subsequent imports), provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited/restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma - A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.
- 11.4.1 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.

11.4.2 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.

11.4.3 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.

11.4.4 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.

11.5 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.

11.6 **DEMOBILISATION & RE-EXPORT:** The Contractor shall arrange for and execute demobilization of the Tools/Equipment/Spares/Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion/termination of the contract and shall include dismantling of the tools/equipment, including the manpower and re-export of the tools/equipment (if re-exportable) including the unutilized spares and consumables at the cost of the contractor. Demobilization shall

be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the tools/equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the tools/equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by Customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

- 11.6.1 In the event all/part of the tools/equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India including permission from DGH and Customs authorities, then Contractor shall be fully liable for payment of the Customs Duty .
- 11.6.2 Contractor must furnish an undertaking that "the tools/equipment imported and also spares/accessories & consumables which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.
- 11.6.3 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 permission from DGH and Customs authorities for transferring to another operator and/or sale of the tools/equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties(if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

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

- 12.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.
- 12.2 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 equipments/Unit to another sphere.
- 12.3 Contractor shall forbid access to the equipments/Unit to any people not involved in the well operations or not authorised by the company to have access to the equipments/Unit, however, this provision is not applicable to any Government and/or police representative on duty.

**13.0 RIGHTS AND PRIVILEGES OF COMPANY:** Company shall be entitled:

- 13.1 To check the Well Servicing Unit and other Contractor's items before the commencement of operation. If they are not found in good order or do not meet specifications as per Section- II or in case of non-availability of some of the Contractor's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.
- 13.2 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.
- 13.3 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.
- 13.4 To order suspension of operations while and whenever:
- a) Contractor's personnel is deemed by company to be not satisfactory, or
  - b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
  - c) Contractor's equipment turns into a danger to personnel on or around the well servicing unit or to the well, or
  - d) Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.
  - e) Contractor fails to meet any of the provisions in the contract.
  - f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

**14.0 EMERGENCY**

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



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

**16.0 PENALTY:** In the event of the contractor's failure to strictly adhere in providing well servicing equipment on account of reasons solely attributable to the Contractor, the penalty shall be levied at the following rates.

FAILURE	PENALTY
a) Shut down/break down of any well servicing unit(s) during any operation or during shifting to the desired location for operation.	a) Zero rate for the entire well servicing unit(s) involved in the job (s) for the period of shut down on pro-rata basis plus penalty of 15% of the operating day rate or Daily Rental Charges (whichever is higher) for the entire unit(s) involved in the job.
b) Shut down of any operation due to non-availability of well servicing unit(s)/manpower/down hole tools/ spares /consumables etc.	b) Zero rate for the entire well servicing unit(s) involved for that particular job for the period of shut down on pro-rata basis plus penalty of 15% of the operating day rate or Daily Rental Charges (whichever is higher) for the entire unit(s) involved in the job .
c) Delay in shifting of well servicing unit(s).	c) Any delay in shifting of well servicing unit(s) beyond the standard, as stipulated in Clause no. 17.0 of Section-III, penalty at the rate of 5% per hour of total cost for shifting charges payable for that particular well servicing unit/units.  Note: i) If the delay in shifting leads to delay in well operation, the penalty as per clause b) above will also be applicable together with clause c). ii) No shifting charges shall be paid if the delay in shifting is more than 6 hours than the stipulated time.
d) Shut-down of well servicing unit(s) beyond the standard, as stipulated in Clause no. 4.0 of Section-IV.	d) Any well servicing unit(s) shut down beyond the standard, as stipulated in Clause no. 4.0 of Section-IV, zero rates for the period of shut down on pro rata basis plus penalty of 10% of the Standby day

e) period of shutdown of CTU shall be applicable.	charges for the period of shut down beyond stipulated time. e) Zero Rate for down hole tools for the period of shutdown of CTU shall be applicable.
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## **17.0 SHIFTING OF EQUIPMENT**

- 17.1 Contractor shall take utmost care for the shifting of the equipment from the base camp to the first location and/or subsequent location(s) and back to the base camp within the specified time. The essence of time is important in this contract. The equipment to be shifted from one location to another location and also from the base as per the advice of Company's Representative and Contractor shall not take more than 1 hour per 15 km during shifting of their equipment. The excess of the stipulated time attracts penalty as mentioned in Clause no. 16.0 of Section- III.
- 17.2 The shifting of well servicing equipment from the well site will include the clearing of all Contractor's equipment and materials and made free from pollution arising out of the operation.

## **18.0 PREVENTION OF FIRE AND BLOWOUTS**

- 18.1 Contractor shall maintain their well control equipment in good condition at all times and shall take all possible steps to control and prevent the fire and blowouts to protect the hole. The Contractor shall be responsible for taking preventive and corrective measures for initial control of fire and blowouts.
- 18.2 Contractor shall test carry out all necessary pre-checks and pre-tests of the equipment/accessories to ensure trouble free and safe operation prior to each job or as instructed by the Company's Representative. Contractor shall record results of all such tests in the daily job report.
- 18.3 **DISCIPLINE:** The Contractor shall maintain strict discipline and good order among their employees and their Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests, the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 07 (Seven) days from the time of such instruction given by the Company.

## **19.0 ENVIRONMENT MANAGEMENT**

- 19.1 Contractor should ensure that there is no pollution either of water, air or sound during the operation. Contractor should be more careful and checked for any leakage from valves, glands, hoses etc. and immediate

corrective action to be taken for such leakages to avoid any pollution problems. Contractor should inform of such leakages immediately to the Company's Representative.

**20.0** The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

**21.0** Any permission from the Mines Directorate in connection with working in excess of 08 (Eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act, the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.

**22.0** The Contractor shall not engage labour below 18 (Eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.

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

- (i) Approval from DGMS/DDMS for shift patterns in excess of 8 hours.
- (ii) Total manpower list.
- (iii) All certificates as per applicable laws including Mines Acts.
- (iv) Regional Labour certificate, if required.

**24.0 ASSOCIATION OF COMPANY'S PERSONNEL:**

- i) Company may depute one or more than one representative (s)/engineer (s) to act on its behalf for overall co-ordination and operational management at location. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.
- ii) Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing/inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.
- iii) The Contractor should maintained sufficient stock of the critical spare part to avoid any major shut down. Contractor must observe all safety and

statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area.

**25.0 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 100% of the 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

**Annexure- C (Part-3, Section III)**

**Bidders to mark (√) Provided or Not Provided along with File No. and Page No.**

<b>Sl. No.</b>	<b>Description</b>	<b>Provided</b>	<b>Not Provided</b>	<b>Reference File no and Page no</b>
1	PART 3 SECTION - III Clause no. 1.0 The bidder shall categorically confirm acceptance to definitions mentioned in Clause no 1.0 of part 3 section-III			
2	PART 3 SECTION - III Clause no. 2.0 The bidder shall categorically confirm acceptance to Clause no 2.0 of part 3 section-III			
3	PART 3 SECTION - III Clause no. 3.0 The bidder shall categorically confirm acceptance to Clause no 3.0 of part 3 section-III. The bidder shall provide details of experience,			

	qualification and other relevant data of the personnel to be deployed for the contract.			
4	PART 3 SECTION - III Clause no. 4.0 The bidder shall categorically confirm acceptance to Clause no 4.0 of part 3 section-III			
5	PART 3 SECTION - III Clause no. 5.0 The bidder shall categorically confirm acceptance to Clause no 5.0 of part 3 section-III			
6	PART 3 SECTION - III Clause no. 6.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 4.0 of part 3 section-III			
7	PART 3 SECTION - III Clause no. 7.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 7.0 of part 3 section-III			
8	PART 3 SECTION - III Clause no. 8.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 8.0 of part 3 section-III			
9	PART 3 SECTION - III Clause no. 9.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 9.0 of part 3 section-III			
10	PART 3 SECTION - III Clause no. 10.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 10.0 of part 3 section-III			
11	PART 3 SECTION - III Clause no. 11.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 11.0 of			

	part 3 section-III			
12	PART 3 SECTION - III Clause no. 12.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 12.0 of part 3 section-III			
13	PART 3 SECTION - III Clause no. 13.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 13.0 of part 3 section-III			
14	PART 3 SECTION - III Clause no. 14.0 The bidder shall categorically confirm acceptance to Clause no 14.0 of part 3 section-III			
15	PART 3 SECTION - III Clause no. 16.0 The bidder shall categorically confirm acceptance to Clause no 16.0 of part 3 section-III			
16	PART 3 SECTION - III Clause no. 17.0 The bidder shall confirm acceptance to Clause no 17.0 of part 3 section-III			
17	PART 3 SECTION - III Clause no. 18.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 18.0 of part 3 section-III			
18	PART 3 SECTION - III Clause no. 19.1 The bidder shall categorically confirm acceptance to all Clause no 19.1 of part 3 section-III			
19	PART 3 SECTION - III Clause no. 20.0 The bidder shall categorically confirm acceptance to all Clause no 20.0 of part 3 section-III			
20	PART 3 SECTION - III Clause no. 21.0 The bidder shall categorically confirm acceptance to all Clause no			

	21.0 of part 3 section-III			
21	PART 3 SECTION - III Clause no. 22.0 The bidder shall categorically confirm acceptance to all Clause no 22.0 of part 3 section-III			
22	PART 3 SECTION - III Clause no. 23.0 The bidder shall categorically confirm acceptance to all Clause no 23.0 of part 3 section-III			
23	PART 3 SECTION - III Clause no. 24.0 The bidder shall categorically confirm acceptance to all Clause no 24.0 of part 3 section-III			

**--end of section--**

### **PART-III**

#### **SECTION – IV**

##### **SCHEDULE OF RATES**

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

##### **1.0 MOBILIZATION CHARGES:**

- a) Mobilization charge shall be inclusive of all personnel, tools, equipment, spares, consumables, accessories etc. and shall be payable one time on lump sum basis.
- b) Mobilization charges will be payable only when Mobilization is deemed to be completed in accordance to clause 2.1 of SCC of the contract.
- c) Mobilization charges cover all local and foreign cost to be incurred by the Contractor to mobilize the equipment to the appointed site and include all local and foreign taxes, port fees, inland transport etc., but excluding customs duty, which will be to the Company's account, if applicable on the items.
- d) The Company will provide all necessary documents as required for Customs Clearance only on receipt of request from the Contractor and all such request must be made by the Contractor well in advance so that the Company can make necessary arrangement for providing the documents in time without causing any delay for the Customs/Port Clearance.
- e) In the event of the Contractor quoting Mobilization charge above 7.5% of the total contract value, only 7.5% of the contract value will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.

##### **2.0 DEMOBILISATION CHARGES:**

- a) The demobilization charges shall be payable one time on lump sum basis which include all charges towards demobilization of all contractor's equipment/tools and crew for Well Servicing Operation from the site to contractor's base upon completion of the assignment of works under this contract is concluded to the satisfaction of Company. Company shall give 10 (Ten) days notice to contractor to commence demobilization.
- b) All contractual day rates/charges, whatsoever, on account of Contractor's Tools/Equipment/Spare/Accessories/manpower etc. under this contract



shall cease to exist with effect from the day, time or event as to be notified in the de-mobilization notice issued by Company.

- c) Demobilization shall be completed by Contractor within 60 days of expiry/ termination of the contract. Contractor will ensure that demobilization is completed within the aforesaid period. No charge whatsoever will be payable from the date of notice to demobilize.
- d) All charges connected with demobilization including all fees and taxes in relation thereto and insurance & freight on export outside India will be to Contractor's account.
- e) The contractor has to provide documentary evidence of re-exporting all the items exported under EC against this tender for payment of final demobilization.

### **3.0 OPERATING DAY RATE (PERSONNEL & EQUIPMENT) CHARGES:**

- a) Operating day rate includes both equipment (including down-hole tools) and personnel when the equipment is on operation. During Operations, the contractor will be eligible for Operating Day Rate (personnel & equipment) in addition to Daily rental charges for equipment and personnel.
- b) Operating Day rate shall be payable for each Well Servicing equipment for the day when the equipment are in operation in the well with the designated operating crew, until the units are released for movement to the next location or base. The charges will be considered on operating day rate basis for a day and payment will be made accordingly on operating day rate charge pro-rated up to minimum of nearest half hour basis. Bidders are to quote their Operating Day rate charge considering the 12 operating Hours
- c) The equipment will be used normally between 06.00 Hrs to 18.00 Hrs. However, in case of exigency, any of the equipment may be deployed beyond the stipulated day time without any additional payment.
- d) In the event the Contractor's operating crew is not available for operation at any time, no payment against Operating Day Rate shall be made.
- e) Operating Day Rate shall not be payable if, in the duration of operation, Contractor's Tools/Equipment fails to perform, for any reason.
- f) The contractor may have to carry out more than one number of jobs simultaneously in different well locations on a single day based on job requirement.
- g) The DRC (DAILY RENTAL CHARGES FOR EQUIPMENT & PERSONNEL) should not be more than 50% of ODR (OPERATING DAY RATE - PERSONNEL & EQUIPMENT CHARGES).

#### **4.0 DAILY RENTAL CHARGES FOR EQUIPMENT & PERSONNEL:**

- a) Daily Rental charges for equipment & Personnel viz. Coil Tubing Unit, Nitrogen Pumping Unit, Fluid Pumping Unit with heating facility, etc. including personnel's shall be payable from the date of completion of mobilization till the date of issue of demobilization notice.
- b) For calculation of hourly rate, the daily rental charge will be pro-rated up to minimum of nearest half hour basis. The daily rental charges should include supply of spares & consumables, replacement/maintenance cost and any other operational requirement if any during the contractual period. The Contractor must maintain minimum stock of any such regularly required items at their Local base to ensure uninterrupted service.
- c) The Daily Rental Charge will be payable due to non-availability of any equipment for attending schedule maintenance job within the Company's allowable servicing period of 02 (Two) day (cumulative 48 hours) for the overall service package in a calendar month. Scheduled maintenance of all the units should be carried out together.

However, if any equipment exceeds the above specified days in a calendar month for schedule maintenance job, zero rate will be applicable and penalty for that period will be applicable as per clause elsewhere in the tender. In this case, zero rates will be applicable for the particular equipment. Contractor must take prior permission from the Company's Representative for availing schedule maintenance.

#### **5.0 SHIFTING CHARGES:**

- a) The shifting charges shall be payable per KM for the distance actually travelled by the equipment from the base camp to the first location and/or subsequent location(s) and back to the base camp.
- b) Shifting of the equipment from location to location and also from base camp to location should be completed within the period as specified under special terms and condition.
- c) Only Daily rental charges as per Para 4.0 above shall be applicable during the shifting period.

#### **6.0 DAILY RENTAL CHARGES FOR DOWN HOLE TOOLS:**

- a) The daily rental charges for the Down Hole tools will be payable only when Contractor mobilizes all the Down Hole Tools including, but not limited to, mentioned in the contract for smooth running of day to day operation.
- b) Contractor shall be responsible for maintaining adequate quantity of Down Hole Tools (as mentioned in scope of work) in workable condition during the

contractual period for smooth running of the operation and replenishing them as necessary. Hence, adequate spares are to be kept accordingly.

- c) Non-availability of any Down Hole Tool as listed in the contract for any operation within the scope of work will attract penalty.
- d) No daily rental charge for downhole tool shall be applicable during the period of shutdown of corresponding CTU package.

#### **7.0 CONSUMABLES (LIQUID NITROGEN 99.9% PURITY):**

The Contractor has to quote the cost of consumables i.e. liquid Nitrogen, as per price format (Proforma-B) on all inclusive FOR destination (well site) basis. The charges for liquid nitrogen will be payable on actual consumption of liquid nitrogen.

**Note:** Contractor should provide all other necessary consumables for the entire services detailed under Scope of Work (Section-II, PART-3) of this document, including diesel, POL etc. at no extra cost.

#### **8.0 ZERO RATES:**

Notwithstanding any provision in the Contract, no charges shall be payable for the period, the job or activity assigned to the Contractor is halted due to break-down of Contractor's tools/equipment, non-availability of manpower or for any other reason whatsoever attributable to the Contractor.

#### **9.0 FORCE MAJEURE DAY RATE**

- a) The 'Force Majeure' Rate shall be payable during the first 15 days period of 'Force Majeure'. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon as per clause no.11 of Section-I.
- b) Payment towards 'Force Majeure' rate shall be restricted to 50% of Daily Rental Charge. Payment shall be made considering 01 (one) full Force Majeure' day = ½ (half) day Daily Rental Charge.

**--end of section--**

**PROFORMA-A**

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

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

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

Authorized Person's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Seal of the Bidder:

**Proforma-B [Priced Bid Format], (PP-LC) [Caluclation of Local Content Services] is enclosed separately as MS-XL sheet in "Notes and Attachment" tab.**

**BIDFORM**

To  
M/s Oil India Limited,  
P.O. Duliajan, Assam, India  
**Sub: IFB No. CDG4697L21**

*Gentlemen,*

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

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

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

We agree to abide by this Bid for a period of 90 (ninety) days from the Bid closing date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**Authorized Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

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

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

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

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

**FORM OF BID SECURITY (BANK GUARANTEE)**

To:

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

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

SEALED with the common seal of the said Bank this\_\_\_day of\_\_\_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 one or both of the two conditions, specifying the occurred condition or conditions.

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:



IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

(Signature, Name and Address)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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

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

**Note:**

The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. CDG4697L21 to HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

**FORM OF PERFORMANCE BANK GUARANTEE**

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
Duliajan, Assam, India, Pin - 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 indicating the Tender No. CDG4697L21 to HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

**AGREEMENT FORM**

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

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

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

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

(a) Section-I indicating the General Conditions of this Contract;

- (b) Section-II                      indicating the Terms of Reference;
- (c) Section-III                    indicating the Special Terms & Condition;
- (d) Section-IV                    indicating the Schedule of Rates.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

for and on behalf of Contractor  
(M/s \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**PROFORMA LETTER OF AUTHORITY**

TO

**CGM (CONTRACTS)**

Oil India Ltd.,

P.O. Duliajan - 786 602

Assam, India

Sir,

**Sub: OIL's IFB No. CDG4697L21**

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

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

Yours Faithfully,

**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. CDG4697L21**

We authorize 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,

**Authorized Person's Signature: \_\_\_\_\_**

**Name: \_\_\_\_\_**

**Designation: \_\_\_\_\_**

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person 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 ..... 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-Contractors.
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 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. 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**

.....

**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place. Duliajan Date . ....

**To,**

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

**SUB:SAFETY MEASURES FOR TENDER NO. CDG4697L21**

**DESCRIPTION OF WORK/SERVICE:**

Sir,

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following:
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_
  - iii) \_\_\_\_\_

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

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Date:

M/s \_\_\_\_\_

Yours Faithfully

FOR & ON BEHALF OF CONTRACTOR  
CONTRACTOR

**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_

To  
Oil India Limited

\_\_\_\_\_  
\_\_\_\_\_

India Dear Sirs,

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

enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

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



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

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

WITNESS NO.1

\_\_\_\_\_

(Signature)

Full name and official address

(in legible letters)

Stamp

\_\_\_\_\_

(Signature)

Full name, designation and address

(in legible letters)

With Bank

WITNESS NO.2

Attorney as power of Attorney no. \_\_\_\_\_

Dated \_ \_\_\_\_\_

(Signature)

Full name and official address (in legible letters)

Stamp

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

**PROFORMA - M**

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

*Del - I/c mm*  
*c.c. DVA*  
*A. N. S. S.*  
*9/10/19*

Shastri Bhawan, New Delhi

Dated 07<sup>th</sup> October, 2019

To

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

CMD's Office N. Delhi  
Dy No. M-3042  
Date. 09/10/2019

L-597

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

Sir/Madam,

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

*Chief MM.*  
*A. N. S. S.*  
*11/10/19*

*9/10/19*  
*σηαη / ση-31*  
(Noas Kindo) 7/10/19

Under Secretary to the Govt. of India  
Tel.: 23074370

Copy to:

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

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

**1 Preamble**

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

## **2      Definitions**

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



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

### 3. Scope

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

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

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

#### **4. Procurement**

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

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

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

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

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

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

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



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

## **6. Determination of LC**

### **6.1 LC of goods**

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

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

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

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

### **6.2 LC of service**

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

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

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



- 6.2.3 The criteria for determination of cost of local content in the service shall be as follows:
- a) in the case of material being used to help the provision of service, based on country of origin;
  - b) in the case of manpower and consultant based on INR component of the services contract;
  - c) in the case of working equipment/facility, based on country of origin; and
  - d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
  - e) Indian flag vessels in operation as on date.
- 6.3 **Determination of Local Content:** The determination of local content of the working equipment/facility shall be based on the following provision: working equipment produced in the country is valued as 100% (one hundred percent) local content; working equipment produced abroad is valued as much as nil (0% percent) local content.
- 6.4 **LC of the EPC Contracts:**
- 6.4.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.
- 6.4.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
- 6.4.3 The spent cost as mentioned in paragraph 6.4.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.
- 6.5 **Calculation of LC and Reporting**
- 6.5.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.
- 6.5.2 Sample formats for the calculation of LC of goods, services as well as EPC contracts may be seen at in Enclosure-II, Enclosure-III and Enclosure-IV. Bidder's confirmation on LC shall be based on the calculation shown in these enclosures.
-

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

**7      Certification and Verification**

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

7.1.2      At bidding stage:

a)      Price Break-up:

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

b)

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

7.1.3      After Contract Award:

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



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

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

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

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

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

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

## **8 Governance and Supervision**

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

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

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

**9 Sanctions**

- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.
- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.
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**Table 1: TARGET OF LOCAL CONTENT OF GOODS/SERVICE IN  
UPSTREAM OIL AND GAS BUSINESS ACTIVITIES**

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

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

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

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

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

**Note:**

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

## CALCULATION OF LOCAL CONTENT-GOODS

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

**Note:**

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

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


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**CALCULATION OF LOCAL CONTENT- SERVICE**

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

Note:

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

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

**Enclosure -IV****CALCULATION OF LOCAL CONTENT – EPC (GOODS AND SERVICE)**

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

Note:

$$\% \text{ LC Combination} = \frac{\text{Total domestic component cost of goods (A.I.3.b)} + \text{Total domestic component cost of service (A.II.5.b)}}{\text{Total Cost (A.III.d)}} \times 100$$



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

1. Procedure for award of contacts under this policy shall be as follows:
    - 1.1. **Goods:**
      - 1.1.1. For oil and gas sector goods proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid meets prescribed LC as per Enclosure-I, the said bidder will be awarded full value of the order.
      - 1.1.2. If L1 bid does not meet prescribed LC as per Enclosure-I, the value of the order awarded to L1 bidder will be the balance of procurement value after reserving specified percentage (50%) of the total value of the order for the eligible LC manufacturer. Thereafter, the lowest bidder among the eligible LC manufacturer, whether L2, L3, L4 or higher, will be invited to match the L1 bid in order to secure the procurement value of the order earmarked for the eligible LC manufacturer. In case first eligible LC manufacturer fails to match L1 bid, the next eligible LC manufacturer will be invited to match L1 bid and so on. However, the procuring company may choose to divide the order amongst more than one successful bidder as long as all such bidders match L1 and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the tender document itself.
      - 1.1.3. In case all eligible LC manufacturers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value.
      - 1.1.4. Only those LC manufacturers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.
      - 1.1.5. Example 1 - Procurement of 50,000 MT Casing Pipes
-

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

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

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

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

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

**1.2. Services/ EPC contracts:**

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

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

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

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

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

1.2.5 Example 2:

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

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

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

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**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED  
SIGNATORY OF THE BIDDER**

**Certificate of Compliance of FINANCIAL CRITERIA:**

**Ref clause no. B - Financial Criteria of the BRC/BEC – under note no. c of the  
tender**

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

The balance sheet/Financial Statements for the financial year \_\_\_\_\_ (as the  
case may be) has actually not been audited as on the original bid closing date.

Place : .....

Date :.....

Signature of the authorized signatory

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



**FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMAT**  
**PARENT/SUPPORTING COMPANY**

**To**

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

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

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

AND WHEREAS we have agreed to give the "ULTIMATE PARENT/SUPPORTING COMPANY", such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the "ULTIMATE PARENT/SUPPORTING COMPANY", up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We

hereby waive the necessity of your demanding the said debt from the Contractor/ULTIMATE PARENT/SUPPORTING COMPANY before presenting us with the demand.

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

This guarantee is valid until the \_\_\_\_\_day of \_\_\_\_\_.

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

**B. Issuing Bank:**

Tender No. CDG4697L21

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

**C. Controlling Office:**

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. CDG4697L21 to HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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

**PROFORMA - R**

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

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

**To,**

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

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your tender No.** \_\_\_\_\_ **Dated** \_\_\_\_\_

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us. We take full responsibility for the submission of authentic information/documents against the above cited bid.

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)



**COMMERCAIL CHECK LIST****Bidder's Name:** \_\_\_\_\_**TENDER NO. CDG4697L21**

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

<b>S1</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST .....%
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 90	

	(ninety) days from final Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm that currency of quoted prices: (The same will be finally converted to Indian Rupees for evaluation).	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the contract.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/  
100% SUBSIDIARY COMPANY (As the case may be)  
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE  
AND NOTORISED)**

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

**WHEREAS**

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

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

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

applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the contract.

5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of  
(Bidder)

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

M/s.  
Witness:  
1)  
2)

M/s.  
Witness:  
1)  
2)

**PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE**  
**(Delete whichever not applicable)**  
**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE**  
**AND NOTORISED)**  
**DEED OF GUARANTEE**

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

**WHEREAS**

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number ..... for ..... on ..... M/s ..... (mention complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number ..... to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

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

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

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

1. The Guarantor (Parent Company/**100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of

time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of ....., India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

Witness:

1. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

M/s \_\_\_\_\_

Signature \_\_\_\_\_

Name

Designation \_\_\_\_\_

Common seal of the  
Company \_\_\_\_\_

Witness:

2. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

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

**DEED OF GUARANTEE**

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

WHEREAS

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **Rs. 5.14 Crore** (or equivalent **USD 6,76,450**) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
  - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
  - (b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of



the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

- (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
- (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
- (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of  
(Bidder)

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

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

**[On company's Letter Head]**

**To,**

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

Dear Sir,

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

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

Signature  
(Name & Designation of Authorized person)

**PROFORMA FOR BIODATA OF KEY PERSONNEL**

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

AFFIX  
PASSPORT  
SIZE  
PHOTOGRAPH

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

**PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL**

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

-----  
**Signature**

Place:

Date:

**Witness:**

2. NAME:  
DESIGNATION:  
DATE:
  
3. NAME:  
DESIGNATION  
DATE:

**---End of tender--**

SCHEDULE OF RATES								Proforma - B
TENDER NO:			CDG4697L21				Name of the Bidder	
TENDER DESCRIPTION:			Hiring the services of 01 (one) set of well servicing unit consisting of coiled tubing unit (CTU), nitrogen pumping unit (NPU), fluid pumping unit (FPU) with heating facility and other related accessories for a period of 04 (four) years for operations in Assam and Arunachal Pradesh.				Currency of Quote	
Sl. No	Description of Job/ Item	Unit	Quantity	Rate (Per Unit)	Amount (Rate x Qty)	SAC/HSN Code	QUOTED GST RATE IN Percentage	TOTAL (A) including GST rate
							Select From Drop Down List	
			A	B	C= A x B		D	E= C + (%age of D on C)
1	Mobilization Charges	L.S	1		0.00			0.00
2	De-Mobilization Charges	L.S	1		0.00			0.00
3	Rental Charges (Personnel and Equipment)							
3(a)	Coiled Tubing Unit	DAY	1461		0.00			0.00
3(b)	Nitrogen Pumping Unit	DAY	1461		0.00			0.00
3(c)	Fluid Pumping Unit with Heating Facility	DAY	1461		0.00			0.00
4	Operating Day Rate Charges (Personnel and Equipment)							
4(a)	Coiled Tubing Unit	DAY	960		0.00			0.00
4(b)	Nitrogen Pumping Unit	DAY	960		0.00			0.00
4(c)	Fluid Pumping Unit with Heating Facility	DAY	960		0.00			0.00
5	Shifting Charges							
5(a)	Coiled Tubing Unit	KM	20000		0.00			0.00
5(b)	Nitrogen Pumping Unit	KM	20000		0.00			0.00
5(c)	Fluid Pumping Unit with Heating Facility	KM	15000		0.00			0.00
6	Daily Rental Charge for Downhole Tools	DAY	1461		0.00			0.00
7	Charges for Liquid Nitrogen (99.9% purity)	M3	3200		0.00			0.00
				TOTAL(T) (Excluding GST)	0.00		TOTAL(T) (Including GST)	0.00

<b>NOTES</b>	
<b>1</b>	In the event of the Contractor quoting Mobilization charge above 7.5 % of the total contract value, only 7.5% of the contract value will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract
<b>2</b>	Demobilization shall be completed by Contractor within 60 days of expiry/ termination of the contract. Contractor will ensure that demobilization is completed within the aforesaid period. No charge whatsoever will be payable from the date of notice to demobilize.
<b>3</b>	The DRC (DAILY RENTAL CHARGES FOR EQUIPMENT & PERSONNEL) should not be more than 50% of ODR (OPERATING DAY RATE - PERSONNEL & EQUIPMENT CHARGES).
<b>4</b>	Daily Rental charges for equipment & Personnel viz. Coil Tubing Unit, Nitrogen Pumping Unit, Fluid Pumping Unit with heating facility, etc. including personnel's shall be payable from the date of completion of mobilization till the date of issue of demobilization notice.
<b>5</b>	Bidder to categorically mention the currency of the quote.
<b>6</b>	Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
<b>7</b>	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.
<b>8</b>	Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
<b>9</b>	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).
<b>10</b>	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.
<b>11</b>	Price Bid without giving any of the details of the taxes [GST] (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract/order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
<b>12</b>	0 (Zero) % Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the Purpose of evaluation.