



**Report ID:** GEM/GARPTS/29112023/4U1ZUV879HUV

**Report Name:** oil india limited

**Generated By:** Jusmita Mahanta , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

**Generated On:** 29/11/2023

**Valid till:** 29/12/2023

### **GeM Availability Report and Past Transaction Summary**

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

*Order Count and Order Value displayed is on a cumulative basis since GeM inception.*

#### **1. Search String: hiring services for surface production facility**

Search type: Service

1. There are categories available on GeM matching your requirements (as listed here). You can create a bid on GeM with a product closest matching your required specifications and add additional parameters in specifications through Corrigendum using RMS functionality.
2. If you feel that category TP needs updating you can submit category updating request also through RMS.
3. If you do not want to use any of the above option and want to proceed for procurement outside GeM, please suggest the specifications of the required product for creation of new category on GeM for future procurement.

Search Result: Category available/suggested on GeM but marked as "not matching requirements" by the buyer with undertaking as under:

*It is certified that I have thoroughly checked all probable categories suggested by GeM and I am satisfied that the product required is not covered / does not fall in any of the suggested categories and can not be procured under any of these categories even after inclusion of List of Values( LOV) wherever possible in category specifications of suggested categories. It is also certified that the technical specification requirement are such that these can not be covered even by adding specification parameters using ATC in any of the GeM suggested categories. This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.*

Category Name	Order Count			Order Value (in Lakhs)		
	Direct Purchase	Reverse Auction	Bid	Direct Purchase	Reverse Auction	Bid
Manpower Hiring for Financial Services	0	8	100	0	14	1,082
Hiring of AR/VR Services for Events	0	0	3	0	0	742
Hiring of Consultant for Energy Efficiency Services	0	0	15	0	0	72

**TENDER DOCUMENT**

**NOTICE INVITING TENDER (NIT)**

**SUBJECT: IFB No. CDH5071L24 for ‘Hiring of the services of 02 (Two) nos. of Surface Production Facilities for OIL’s operational areas in Assam and Arunachal Pradesh for a period of 03 (Three) years as per the provision of Framework agreement under Tender No. CDH9454P22’**

The above tender has been issued to the following short-listed parties who were found to be Techno-commercially acceptable against Tender No. CDH9454P22:

- (i) M/s Woodland Works (I) Pvt. Ltd.
- (ii) Consortium of M/s Parveen Industries Pvt. Ltd. and M/s Bubble Point Nigeria Ltd.
- (iii) M/s BVishal Oil & Energy Ltd.

Interested parties other than above, who meet the Bid Evaluation Criteria stipulated in this tender can also participate in this tender. However, they should submit their request for allowing them to participate in this tender on or before **06.12.2023** at the office of CGM-Contracts, Oil India Limited, Duliajan or email to [Contract-Global@oilindia.in](mailto:Contract-Global@oilindia.in) / [Contracts@oilindia.in](mailto:Contracts@oilindia.in)

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

Sd/-  
(J. Mahanta)  
Sr. Officer- Contracts (G)  
For Chief General Manager – Contracts  
**FOR RESIDENT CHIEF EXECUTIVE**

FORWARDING LETTER



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

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

**FORWARDING LETTER**

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

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**Sub: IFB No. CDH5071L24 for 'Hiring of the services of 02 (Two) nos. of Surface Production Facilities for OIL's operational areas in Assam and Arunachal Pradesh for a period of 03 (Three) years as per the provision of Framework agreement under Tender No. CDH9454P22'**

Dear Sirs,

- 1.0 OIL INDIA LIMITED (OIL), a "Maharatna" 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 National Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement site for **'Hiring of the services of 02 (Two) nos. of Surface Production Facilities for OIL's operational areas in Assam and Arunachal Pradesh for a period of 03 (Three) years'**. 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>CDH5071L24</b>
(ii)	Type of Bidding	:	Limited Indigenous e-Tender: Single Stage-Two Bid System
(iii)	Bid Closing Date & Time	:	<b>20<sup>th</sup> December, 2023 [11:00Hrs (IST)]</b>

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(iv)	Technical Bid Opening Date & Time	:	<b>20<sup>th</sup> December, 2023 [14:00Hrs (IST)]</b>
(v)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(vii)	Bid Opening Place	:	Office of Chief General Manager-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(viii)	Bid Validity	:	120 days from Bid Closing date
(ix)	Mobilization Time	:	<b>90</b> days from the date of issue of Mobilization Notice after issuance of LOA
(x)	Bid Security Amount	:	<b>Not Applicable</b>
(xi)	Bid Security Validity	:	<b>Not Applicable</b>
(xii)	Original Bid Security to be submitted	:	<b>Not Applicable</b>
(xiii)	Amount of Performance Security	:	<b>10% of annualized total contract value</b>
(xiv)	Validity of Performance Security	:	Up to 3 (three) months from date of completion of contract
(xv)	Location of job	:	Assets
(xvi)	Duration of the Contract	:	<b>03 (Three) years</b> from the date of commencement of operation
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer <b>Clause No. 30.0</b> of General Conditions of Contract (GCC)
(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.
(xx)	Pre-Bid Conference	:	Not Applicable

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(xxi)	Last Date for receipt of Pre-bid Queries	:	06.12.2023
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- 3.0 Submission of Pre-bid Queries:** No pre-bid conference shall be held against this tender. However, if bidders require any clarifications against the tender provisions, they shall forward their pre-bid queries within **06.12.2023**. OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond 06.12.2023 will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query.

The pre-bid queries (if any) shall be submitted within the aforementioned deadline in physical form at the office of CGM-Contracts or e-mailed to [Contract-Global@oilindia.in](mailto:Contract-Global@oilindia.in) or [Contracts@oilindia.in](mailto:Contracts@oilindia.in).

- 4.0 Extension of Bid Closing date:** Bidders are advised to submit their bid within the original Bid Closing date and refrain from requesting for extension of Bid Closing date. Such requests for extension shall not be entertained. However, OIL at its discretion may extend the Bid Closing date in case of exceptional/unavoidable circumstance only.

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

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

In case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder changes his Digital Signature Certificate, then the 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.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "Class 3 with Organizations Name and Encryption Certificate", the bid will be rejected.

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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.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

5.2 For participation, applicants already having User ID & Password for OIL's EProcurement 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.

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

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

5.3 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 EProcurement 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.: 0374-2807171/7192.

5.4 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)).

## 6.0 **IMPORTANT NOTES:**

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

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

ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security

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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-VIII** should be submitted along with the technical bids.

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 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) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

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

On "EDIT" Mode, Bidders are advised to upload "Technical Bid" and "Priced Bid" in the places as indicated above.

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### **Notes:**

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

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

The screenshot shows the 'Create RFx Response' form. At the top, there are tabs: 'Submit', 'Read Only', 'Print Preview', 'Check', 'Technical RFx Response', and 'Close'. Below these, the form displays 'RFx Response Number 60038748', 'RFx Number 1396', 'Status In Process', 'RFx Owner BHARALI', and 'Total Value 0.00 INR'. The 'RFx Information' tab is selected, showing 'Basic Data', 'Questions', and 'Technical Attachment'. Under 'Event Parameters', the 'Currency' is set to 'Indian Rupee', 'Detailed Price Information' is 'No Price', and 'Terms of Payment' is empty. The 'Total Bid Value' field is highlighted with a red box. Three blue callout boxes provide instructions: 'Bidder to select the currency of the Response' points to the 'Currency' dropdown; '“Total Bid Value” is mandatory in “No Price”' points to the 'Detailed Price Information' field; and '“Total Bid Value” considering all the' points to the 'Total Bid Value' field.

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

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



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

Subject to **Order No. F.No. 6/18/2019-PPD dated 23.07.2020** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

7.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].

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

7.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

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

7.4 The beneficial owner for the purpose of para 7.3 above will be as under:

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

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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- 7.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 7.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 7.4.4 Where no natural person is identified under 7.4.1 or 7.4.2 or 7.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 7.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 7.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 7.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.
- 7.7 **Validity of registration**: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 7.8 The bidders to provide an undertaking as per **Exhibit-I, II & III** along with their bid towards compliance of the above guidelines for participation in the tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.
- 8.0 OIL now looks forward to your active participation in the IFB.

Thanking you,  
Yours faithfully,  
**OIL INDIA LIMITED**

**Sd/-**  
**(J. Mahanta)**  
**Sr. Officer– Contracts**  
**For Chief General Manager – Contracts**  
**FOR RESIDENT CHIEF EXECUTIVE**

**PART-1**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**1.0 ELIGIBILITY OF THE BIDDER:**

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

**2.0 BID DOCUMENTS:**

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
  - b) Instructions to Bidders, (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-I)
  - k) Statement of Non-Compliance (Proforma-II)
  - l) Bid Security Declaration (Proforma-V)
  - m) Performance Security Form, (Proforma-VII)
  - n) Agreement Form (Annexure-I)
  - o) Proforma of Letter of Authority (Proforma-IV)
  - p) Authorisation for Attending Bid Opening (Proforma-III)
  - q) Format of undertaking by bidders towards submission of authentic information/documents (Proforma-VIII)
  - r) Safety Measures (Annexure-IV)
  - s) Financial Turnover, Networth Certificate (Proforma-XII)
  - t) Integrity Pact (Proforma-XX)
  - u) Undertaking for Local Content (Proforma-XXI)
  - v) Proforma for Corporate Guarantee (Proforma-XVI)
  - w) Proforma for Undertaking from TPI (Annexure-II)
  - x) Commercial check List (Proforma-X)
  - y) Other Annexures, Exhibits & Appendices
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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

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

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

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

### **5.0 PREPARATION OF BIDS**

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

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

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 9.0.
- c) Bid Security as per Proforma-V.
- d) Copy of Bid-Form without indicating prices in Proforma-I.
- e) Statement of Non-compliance as per Proforma-II.
- 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-XX attached with the bid document to be digitally signed by the bidder's Authorised representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

**Note: Please note that, no price should be mentioned in the “Technical Attachments” tab.**

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

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

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

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

**6.0 BID FORM:**

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, except otherwise mentioned in the bid document.

- 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), of the Bid document.

## **10.0 DELETED**

- 11.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:** In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

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

Note:

- i. Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 (and as amended time to time) issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES and as amended time to time.
- ii. In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.
- b) Central Government Departments and Central Public Sector Undertakings (CPSUs) as well as State Government Departments and State Public Sector Undertakings are also exempted from submitting bid security.

Note:

- i. Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.
- ii. Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience, wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister-Subsidiary/Co- Subsidiary (whichever applicable) will be eligible for the benefits (EMD exemption, Purchase Preference etc.) reserved for MSEs provided the supporting company for technical and financial strength is/are also a MSE(s).
- iii. In that case of Consortium, all the members of the Consortium including the leader of the Consortium should be the eligible MSE(s) in order to avail the benefits.
- iv. In case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE.

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

- 12.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120 days** from Bid Closing Date.
- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. 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.

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-IV) shall be indicated by written Power of Attorney accompanying the Bid.

13.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

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

### 13.2 **Submission of bids:**

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

- a) The Original Bid Security along with 1(one) copy
- b) Printed catalogue and literature if called for in the bid document.



- c) Power of Attorney for signing of the bid digitally.
- d) Any other document required to be submitted in original as per bid document requirement.

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

13.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-II of the bid document and the same should be uploaded along with the Technical Bid.

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

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

#### **14.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE**

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

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

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

**15.0 DEADLINE FOR SUBMISSION OF BIDS:**

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

**16.0 LATE BIDS:**

- 16.1 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 the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as

per Proforma-III) 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, inconsistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

## **20.0 OPENING OF PRICED BIDS**

- 20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

## **21.0 DELETED**

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

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

### **22.1 DISCOUNTS / REBATES**

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

### **22.2 LOADING OF FOREIGN EXCHANGE**

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

### **22.3 DELETED**

### **22.4 REPATRIATION OF RUPEE COST**

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

## **23.0 CONTACTING THE COMPANY**

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

## **24.0 AWARD OF CONTRACT**

### **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 27.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

**27.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 02 Weeks from the date of issue of Letter of Award (LOA).

**27.1** a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per Proforma-VII) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as Proforma-XII) must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

	<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

If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as UTR No., Contract No., Bidder's name & Deposited Amount etc.

c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

d. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.

27.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

27.3 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.

[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 – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, 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 Jayanagar, Duliajan, Dibrugarh-786602

<b>d</b>	Bank 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

- 27.4 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.
- 27.5 The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

## **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 the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

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

## **29.0 CREDIT FACILITY**

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

## **30.0 MOBILISATION AND ADVANCE PAYMENT**

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

- 30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 30.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

**31.0 INTEGRITY PACT:**

- 31.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Proforma-XX** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 31.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact.
- 31.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.
- 31.4 OIL has appointed the following as Independent Monitors (IEM) to oversee implementation of Integrity Pact in OIL and Bidders may contact them for any matter related to the IFB:
- (a) Shri Ram Phal Pawar, IPS (Retd.),  
Former Director, NCRB, MHA  
E-mail IDs: [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com)  
[ramphal.pawar@ips.gov.in](mailto:ramphal.pawar@ips.gov.in)
  - (b) Dr. Tejendra Mohan Bhasin,  
Former Vigilance Commissioner, CVC  
E-mail: [tmbhasin@gmail.com](mailto:tmbhasin@gmail.com)
  - (c) Shri Ajit Mohan Sharan, IAS (Retd.)  
Former Secretary,  
Ministry of Ayush, Govt. of India



E-mail: [ams057@gmail.com](mailto:ams057@gmail.com)

### **32.0 LOCAL CONDITIONS**

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

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

### **33.0 SPECIFICATIONS**

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

### **34.0 GOODS AND SERVICES TAX:**

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

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

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

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

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in

same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

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

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

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

- 34.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 34.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 34.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 34.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 34.9 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 34.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 34.11 The Supplier of Goods/Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.

34.12 In case the GST rating of bidder on the GST portal/Govt. official website is negative/black listed, then the bid may be rejected by OIL.

**END OF PART-1**

**&&&&**

**PART-2**  
**BID EVALUATION CRITERIA (BEC)**

**This tender is floated as limited tender for all the vendors shortlisted under the framework agreement against the Tender No. CDH9454P22, as listed in the NIT. Prior Annual Financial Turnover (ref. Clause no. 5.1 under Financial Criteria) and Prior Experience (ref. Clause no. 3.1 under Technical Criteria), shall not be required for the shortlisted vendor listed in the NIT, provided they bid as per their same arrangement (Consortium, Technical Collaboration, Subsidiary Experience) under Tender No. CDH9454P22. For example, if a bidder who had qualified on the basis of consortium arrangement, should also quote as consortium with same consortium partners. In case 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. However, they should comply to all other provisions of the tender including the Net Worth Criteria as mentioned in BEC clause no. 5.2.**

**Bidders other than those shortlisted in NIT or shortlisted bidder bidding with arrangement other than their arrangement under Tender No. CDH9454P22 may also bid subject to meeting the evaluation criteria indicated hereunder.**

**1.0 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 shall have to be particularly met by the bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.

**2.0 ELIGIBILITY CRITERIA:**

**The bidder must be incorporated in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.**

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of **Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.**

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities and additional Bank Guarantee submitted

by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether **or not** the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

- (a) The bidder must provide the specific **percentage (%) of local content** in their bid, without which the bid is liable for rejection being non-compliant.
- (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded [Format enclosed as Proforma-XXI].
- (c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.
- (d) Bidder to submit a copy of their Certificate of Incorporation/ Registration in India.

### **3.0 TECHNICAL EVALUATION CRITERIA**

#### **3.1 EXPERIENCE:**

The bidder shall have experience of successful installation, commissioning, operation & maintenance of minimum **10,000** psi rated Surface Production Testing (SPT) setup/Surface Production Facility (SPF) package for well testing/production in crude oil/natural gas wells in any Upstream Oil & Gas E&P Company (Companies involved in Exploration & Production of Oil & Natural Gas), for a duration of minimum 01 (One) year continuously under a single contract during the last 07 (Seven) years reckoned from the original bid closing date.

#### **Notes to BEC Clause 3.1 above:**

- a) All major equipment offered i.e. Emergency Shutdown Valve, Inlet Manifold, Choke Manifold, Separator, Gauge Tank & Surge Tank shall not be manufactured **07 (Seven) years** prior to the Original Bid Closing Date. Bidder to categorically provide an undertaking to comply with the vintage criteria. Bidder to confirm that ownership of the equipment is in the name of the bidder by providing copies of Invoice/Purchase receipt etc.
- b) In case of brand new equipment, the bidder shall submit a scanned copy of original certificate from the OEM/supplier with Technical Specifications. Along with bidder's confirmation, a confirmation from OEM/supplier shall be submitted along with the bid clearly stating compliance to mobilization time as mentioned in Clause No. 4.0 of BEC.

- c) 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 equipment (Emergency Shutdown Valve, Inlet Manifold, Choke Manifold, Separator, Gauge Tank & Surge Tank) are not manufactured **07 (Seven) years** prior to the Original Bid Closing Date, with documentary proof of ownership of the units. The above MOU/Agreement must be valid for the period of contract and any extension thereof.
- d) In all cases, bidder shall categorically confirm that the equipment conforms to the Technical Specifications and shall meet the Technical requirements as per Scope of Work of this Tender.
- e) In support of the experience criteria of Clause No. 3.1 above, the bidder must furnish the following documentary evidences self-certified, in the form of:
  - ii) Contract document showing details of work,  
and
  - ii) Job Completion Certificate showing:
    - (a) Nature of job done and Work order no./Contract no.
    - (b) Contract period and date of completionor  
SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
    - (a) Work order no./Contract no.
    - (b) Period of Service
    - (c) Nature of Service
- f) Following work experience shall also be taken into consideration:
  - (i) If the bidder has executed contract in which work defined under BEC Clause No. 3.1 above is also a component of the contract.
  - (ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.
  - (iii) If the bidder is executing work mentioned under Clause 3.1 which is still running and the contract period executed prior to original bid closing date is equal to or more than the minimum quantum prescribed in the BEC.

Proof of work experience against Para f. (i) and (ii) above, to satisfy a) work defined above b) minimum prescribed period c) prescribed period of 07 years, to be submitted as below:

Bidder must submit the breakup of work mentioned under Clause 3.1, clearly specifying the relevant period of job execution, categorically specifying Contract Number and date. The breakup must be certified by the end user, or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

Proof of work experience against Para f. (iii) above, to satisfy a) work defined BEC Clause No. 3.1 above b) minimum prescribed value/quantity/period c) prescribed period of 07 years, to be submitted as below:

- A. Contract document showing details of work.
  - B. Certificate from the Client/End User clearly specifying the relevant period of job execution and value thereof.
- g. In case requisite experience is against **OIL's Contract**, the bidder need not submit requisite documentary evidence but must categorically specify OIL's Contract Number and date against which they have executed the work.
- h. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.
- i. Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 3.1 shall only be treated as acceptable experience.
- j. Experience of work submitted as a part of sub-contracting shall not be accepted.

### **3.2 BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES:**

Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 of the tender, can also quote under the categories listed below in Clause Nos. 3.2.1, 3.2.2 3.2.3 & 3.2.4 provided the primary bidder complies to **Eligibility Criteria 2.0** above w.r.t being incorporated in India and maintaining more than or equal to 20% local content for the offered services.

#### **3.2.1 BID FROM JOINT VENTURE COMPANY**

- i. In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 1956/Companies Act 2013 and any amendment thereunder and shall comply to Clause No. 2.0 above. They should meet the technical qualification requirements as under:
- A. The JV on its own shall meet the experience criteria as per Clause No. 3.1.
  - or
  - B. Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Clause No. 3.1.

**Note:**

A. In case of (B) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the execution of the contract, if awarded.

B. Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/subsidiary/co-subsidiary/sister subsidiary /parent/holding/affiliating/associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.

C. Documents showing the existing shareholdings of the JV Partners must be submitted along with the bid.

- ii. **Constitution of Joint Venture:** The members of the JV should not be more than three. If after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection.
- iii. Members of the JV are not allowed to quote separately/independently/or through any other arrangement like part of any other 'JV/Subsidiary/Parent company/ Sister-subsidiary/Co-subsidiary' against this tender. All the bids received in such a case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

**3.2.2 BID FROM CONSORTIUM OF COMPANIES:**

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

- a. Any member of the consortium on its own shall satisfy the minimum experience requirement as per Clause No. 3.1 above and shall not rely on its consortium partners, subsidiary/parent company/co-subsidiary or through any other arrangement like Technical Collaboration agreement for meeting the experience criteria.
- b. Consortium bids shall be submitted with a Memorandum of Understanding (MoU) among the consortium members duly executed by the Authorized Executives of the consortium members and notarized. This MoU 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. Non submission of the document viz. Memorandum of Understanding (MoU) and undertaking as elucidated above by any bidder will result in outright rejection of their bid.

- c. Only the Leader of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
- d. The Performance Security shall be in the name of the Leader on behalf of the Consortium.
- e. 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. If the leader of the consortium changes during execution of the contract (if awarded), the contract shall be liable for termination.
- f. Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
- g. Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- h. In case of consortium bids, the bid shall be signed/digitally signed in line with tender stipulation 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 failing which the bid will be outrightly rejected.
- i. Documents/details pertaining to qualification of the BIDDER must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- j. **Constitution of Consortium:** The members of the consortium should not be more than 03 (Three). If during evaluation of bid, a consortium leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

- k. **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severely.
- l. Members of the consortium are not allowed to quote separately/independently/or through any other arrangement like part of any other JV/Consortium against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.
- m. Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.
- n. The MOU/Agreement should be legally valid i.e., it should be on a nonjudicial stamp paper and notarized. In case of involvement of overseas bidder/consortium partner, the MOU/Agreement should be notarized/endorsed by Indian Embassy.

### **3.2.3 BID SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 3.1 above can also be considered, provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who meets the requisite experience criteria or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company] who meets the requisite experience criteria. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement.

In case of bidder who is a 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 (Supporting Company) for successful execution of the contract, the participating bidder should enclose an Parent/Subsidiary Agreement (Proforma-XIII) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (Proforma-XIV) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

### **3.2.4 BID SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY:**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 above can also be considered based on the experience criteria of their sister-subsubsidiary/co-subsubsidiary company [supporting company] within the ultimate parent/holding company subject to meeting of the following conditions:

- i. Provided that the sister-subsubsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate/ holding parent company. Documentary evidence to this effect to be submitted along with the technical bid.
- ii. Provided that the sister subsidiary/co-subsidiary company on its own meets the experience criteria stipulated in Clause 3.1 above and not through any other arrangement like Technical Collaboration agreement.
- iii. Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement as per format furnished vide Proforma-XV, between them & their ultimate parent/holding company, along with the technical bid.

**Note:** In case of situations mentioned in Clause No. 3.2.3 or 3.2.4 above, the following conditions should be complied:

- i. Undertaking should be submitted by the Supporting Company to provide additional Performance Security (as per format and instructions enclosed as Proforma-XVIII) 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 Supporting Company do not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to 'sum of performance security amount required to be submitted by the bidder and additional performance security amount required to be submitted by the supporting company'. In such case bidding company shall furnish an undertaking that their Supporting Company is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- ii. Undertaking from the supporting company shall be submitted to the effect that, in addition to invoking the performance security submitted by the contractor, the additional performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.
- iii. A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

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

The supporting company shall not be allowed to submit their separate/ independent bid against the tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected.

- 3.3** Bidders quoting under the categories as mentioned under Clause Nos. 3.2.1, 3.2.2, 3.2.3 and 3.2.4 above should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration in this respect to be submitted as part of technical bid.

**4.0 MOBILISATION TIME:**

Mobilization of Surface Production Facility shall have to be carried out by contractor unit wise upon issuance of Mobilization Notice separately for each unit. Company may at its discretion issue Mobilization Notice to mobilize all 02 (Two) units simultaneously.

The mobilization of equipment along with accessories and personnel against each facility unit shall be completed by Contractor within 90 (Ninety) days from the date of issuance of Mobilization Notice for each unit. Mobilization shall be deemed to be completed after inspection of unit(s) advised to be mobilized including related equipment, accessories, and manpower at nominated site(s)/Contractor's Base camp and when the contractor is ready to undertake operation(s) in all respect, to the satisfaction of OIL's inspection team. In case mobilization inspection is completed in Base camp, Contractor shall mobilize the unit(s) to a designated site as advised by OIL.

The bidders shall provide a declaration confirming compliance to said clause in their "Technical" bid.

Offers without confirmation of stipulated mobilization time or with mobilization time more than 90 (Ninety) days shall be summarily rejected.

**5.0 FINANCIAL EVALUATION CRITERIA:**

- 5.1 The bidder shall have an **annual financial turnover from Operation** of minimum **3.66 Crore** in any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date as per the Audited Annual Reports.

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

- 5.2 Net worth of the bidder must be Positive for the financial/accounting year preceding the original bid closing date.

[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]

5.3 In case the bidder is a subsidiary company (should be a 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 documents need to be submitted along with the technical bid in support of the following:

- (i) Annual Financial Turnover of the supporting company shall be as per clause no. 5.1 above.
- (ii) Net worth of the supporting company should be positive for the accounting year preceding the original bid closing date as per Clause 5.2 above.
- (iii) **Corporate Guarantee** (as per format enclosed as Proforma-XVI) on parent/ultimate parent/ holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them.
- (iv) A certificate from the statutory Auditor of the bidding company as well as of the parent/ ultimate/ holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

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

5.4 In case the bidder is a Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, then documents need to be submitted along with the technical bid in support of the following:

- (i) Annual Financial Turnover from operation of the member having more than 50% stake in the JV during any of preceding 03 (Three) financial/accounting years from the original bid closing date shall be as per Clause 5.1 above.
- (ii) Net worth of the member having more than 50% stake in the JV (supporting company) should be positive for the financial/accounting year preceding the original bid closing date.
- (iii) **Corporate Guarantee** (as per format enclosed as Proforma-XVII) on the letter head of the member having more than 50% stake in the JV signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them, and
- (iv) A certificate from the statutory Auditor of the bidding company as well as of the supporting company to establish the relationship and equity percentage holding

between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

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

Further, an undertaking from the Joint Venture partner (based on whose financial strength bidder is bidding) shall be submitted along with the techno commercial bid stating that they shall maintain more than 50% shareholding in the JV till the execution of the contract.

5.5 If the bid is from a **Consortium of Companies:**

(i) Annual Financial Turnover from Operation:

(a) Any one of the Consortium members should meet the Annual Financial Turnover from Operation Criteria (BEC Clause 5.1).

AND

(b) Each of the Other members of the Consortium should meet 50% of the Annual Financial Turnover from Operation Criteria (BEC Clause 5.1).

(ii) Net Worth: Each of the consortium partners should meet the Net Worth Criteria (BEC Clause 5.2).

Note: Borrowing support by the consortium members from their respective parent/supporting company to meet the financial evaluation criteria shall not be allowed.

**Note to Financial Clause No. 5.0 above:**

(a) For proof of Annual Turnover & Net worth any one of the following documents/photocopies must be submitted along with the bid:

(i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-XII**.

Note:

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

ii. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is

signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

- (b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per format enclosed as Proforma-IX.
- (c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- (d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para (a) and (b) above.
- (e) Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual Turnover and Net worth as mentioned in Clause Nos. 5.1 & 5.2.

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

## **6.0 COMMERCIAL EVALUATION CRITERIA:**

- 6.1 Bids shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **"Technical Attachments" Tab** and Priced Bid as per Proforma-B uploaded in the **"Notes & Attachments" Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.
- 6.2 The price quoted by the successful bidder must remain firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected..

- 6.3 Bids should be valid for a period of **120** days from the date of bid closing. Bids with shorter validity shall be rejected as being non-responsive.
- 6.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed "Bid Security Declaration" (PROFORMA-V) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 6.5 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-5/Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma 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. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 6.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 6.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 6.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 6.9 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 6.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only
- 6.11 Bidders shall quote directly and not through their Agent/ Representative/ Retainer/Associate.
- 6.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:



- (i) Firm price
- (ii) Bid Security/EMD
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee/Security deposit
- (vi) Mobilization Schedule
- (vii) Scope of work
- (viii) Guarantee of material/work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration/Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

6.13 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced TechnoCommercial Bid.

6.14 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Further neither the Bidders nor any of any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats (Appendix-III & IV) along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.

## **7.0 PRICE EVALUATION CRITERIA:**

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

- 7.1 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 7.2 The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.
- 7.3 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma-B**.

- 7.4 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.
- 7.5 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'.
- 7.6 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 applicable GST (CGST & SGST/UTGST or IGST).
- 7.7 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.

- 7.8 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

- 7.9 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.
- 7.10 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.
- 7.11 While evaluating the bids, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees.

## **8.0 GENERAL:**

- 8.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, 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. No deviation will however be accepted in the clauses covered under BEC/BRC.

- 8.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 8.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.
- 8.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 8.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard. 7.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

## **9.0 PURCHASE PREFERENCE CLAUSE:**

### **9.1 PURCHASE PREFERENCE TO MSE BIDDERS:** Purchase Preference to Micro and Small Enterprises is applicable for this tender.

- 9.1.1 Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience/ JV bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister Subsidiary/Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister-Subsidiary/CoSubsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is/are also a MSE(s). In that case of Consortium, all the members of the Consortium including the leader of the Consortium should be the eligible MSE(s) in order to avail the benefits. In case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE.

- 9.1.2 **Documentation required to be submitted by MSEs:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. **CG-DL-E-26062020-220191 dated 26.06.2020** and Amendment vide Gazette Notification no. **CG-DL-E-16062021-227649 dated 16.06.2021** and No. **CG-DLE-19012022-232763 dated 19.01.2022** and **CG-DL-E-06052022-235600 dated**

**06.05.2022** (and as amended time to time) issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

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

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

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

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

**9.3 CONCURRENT APPLICATION OF PURCHASE PREFERENCE POLICY:**

Contract shall be awarded for the entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order, 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and many subsequent amendment thereto.

Note:

(i) The 'Total Price' shall be matched with that of the L1 bidder by reducing the rates proportionately or otherwise against the line items where their rates/prices are higher than that of the L1 bidder.

(ii) Services under this tender is not splittable.

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

Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. <a href="mailto:ssd@rina.org">ssd@rina.org</a> b. <a href="mailto:Andrea.Vattuone@rina.org">Andrea.Vattuone@rina.org</a>
ii.	M/s. Dr. Amin Controllers Pvt.	a. <a href="mailto:rkJain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>

	Ltd.	
iii.	M/s. DNV Inspection India Pvt. Ltd	a. <a href="mailto:amr.el-shirbini@dnv.com">amr.el-shirbini@dnv.com</a> b. <a href="mailto:sherif.helmy@dnv.com">sherif.helmy@dnv.com</a> c. <a href="mailto:raikar.rajesh@dnv.com">raikar.rajesh@dnv.com</a>
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. <a href="mailto:Jaimin.Bhatt@tuv-sud.in">Jaimin.Bhatt@tuv-sud.in</a> b. <a href="mailto:sanjaykumar.singh@tuv-sud.in">sanjaykumar.singh@tuv-sud.in</a> c. <a href="mailto:Pankaj.Narkhede@tuv-sud.in">Pankaj.Narkhede@tuv-sud.in</a> d. <a href="mailto:Ajit.Yadav@tuv-sud.in">Ajit.Yadav@tuv-sud.in</a>
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:abhishek.singh@irclass.org">abhishek.singh@irclass.org</a> b. <a href="mailto:pradeep.bansal@irclass.org">pradeep.bansal@irclass.org</a> c. <a href="mailto:Asim.Hajwani@irclass.org">Asim.Hajwani@irclass.org</a> d. <a href="mailto:Amit.Ketkar@irclass.org">Amit.Ketkar@irclass.org</a> e. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a>
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:bbhavsar@gulfllyods.com">bbhavsar@gulfllyods.com</a> c. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a> d. <a href="mailto:gulflloyds.india@gmail.com">gulflloyds.india@gmail.com</a>
vii.	M/s. TUV India Private Limited	a. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a> b. <a href="mailto:delhi@tuv_nord.com">delhi@tuv_nord.com</a>
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.Deotale@ind.tuv.com">Shailesh.Deotale@ind.tuv.com</a> b. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a> c. <a href="mailto:rupeshkumar.singh@ind.tuv.com">rupeshkumar.singh@ind.tuv.com</a> d. <a href="mailto:Neeraj.Chaturvedi@ind.tuv.com">Neeraj.Chaturvedi@ind.tuv.com</a>
ix.	M/s. Bureau Veritas (India) Private Limited	a. <a href="mailto:udit.chopra@bureauveritas.com">udit.chopra@bureauveritas.com</a> b. <a href="mailto:vishal.sapale@bureauveritas.com">vishal.sapale@bureauveritas.com</a> c. <a href="mailto:dinesh.sukhramani@bureauveritas.com">dinesh.sukhramani@bureauveritas.com</a> d. <a href="mailto:p.sridhar@bureauveritas.com">p.sridhar@bureauveritas.com</a> e. <a href="mailto:hariprasad.jhawar@bureauveritas.com">hariprasad.jhawar@bureauveritas.com</a> f. <a href="mailto:amit.shaw@bureauveritas.com">amit.shaw@bureauveritas.com</a> g. <a href="mailto:business.support@bureauveritas.com">business.support@bureauveritas.com</a> h. <a href="mailto:labhanshu.sharma@bureauveritas.com">labhanshu.sharma@bureauveritas.com</a> i. <a href="mailto:pramodkumar.yadav@bureauveritas.com">pramodkumar.yadav@bureauveritas.com</a> j. <a href="mailto:sonal.lad@bureauveritas.com">sonal.lad@bureauveritas.com</a> k. <a href="mailto:bvindia.corporate@in.bureauveritas.com">bvindia.corporate@in.bureauveritas.com</a>

- 10.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

- 10.2 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.
- 10.3 The methodology of inspection/verification of documents is broadly as under but not limited to:
- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third-party certifying agencies for verification/ certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.
  - (b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empanelled third-party agency shall not automatically make the bidder eligible for award of contract.**
  - (c) Verification of documents (but not limited to) are normally categorised as under:
    - i. **General Requirement:**
      - Check Bidder's PAN Card
      - Check Bidder's GST Certificate
      - Check ITR of company
      - Check Bidder's Certificate of Incorporation – Domestic Bidder.
    - ii. **Technical Criteria**
      - To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.

**iii. Financial Criteria**

- To check the Line of Credit, if incorporated in the tender.

**Notes:**

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

**11.0 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 subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.

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

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

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

during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.

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

**Note:** The aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.

**12.0 DOCUMENT AUTHENTICITY UNDERTAKING:** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents/ certificates information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract besides taking action as per OIL's Banning Policy, available in the OIL's website. Accordingly, service provider /vendor to submit the Undertaking of authenticity of information/documents submitted as format enclosed as Proforma-VIII.

**13.0 LAND BORDER SHARING:** Bidders should submit an Undertaking that, their bid is compliant to Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.

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

**END OF PART-2**

**&&&&**



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

**1.0 APPLICABILITY, DEFINITION & INTERPRETATION**

**1.1 Applicability**

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

**1.2 Definition & Interpretation**

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

**1.2.1 COMPANY/OIL/Operator:**

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

**1.2.2 CONTRACTOR:**

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

**1.2.3 Contract:**

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

**1.2.4 Site:**

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

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

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

**1.2.6 Sub-Contract:**

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

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

**1.2.7 Sub-Contractor:**

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

**1.2.8 Contractor's Representative:**

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

**1.2.9 Contract Price/Value:**

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

**1.2.10 Firm price:**

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

**1.2.11 Service/Works/Operations:**

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

**1.2.12 Equipment/Materials/Goods:**

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

**1.2.13 Drawings:**

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

**1.2.14 Specifications:**

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

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

**1.2.15 Engineer In-charge (EIC):**

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

**1.2.16 Inspectors:**

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

**1.2.17 Tests:**

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

**1.2.18 Approval:**

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

**1.2.19 Day:**

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

**1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

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

**1.2.23 Bid/offer:**

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

**1.2.24 Guarantee:**

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

**1.2.25 Mobilization:**

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

**1.2.26 De-mobilization:**

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

**1.2.27 Wilful Misconduct:**

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

**1.2.28 Gross Negligence:**

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

**1.2.29 Criminal Negligence:**

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

**1.2.30 GST Legislations:**

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

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

**2.0 CONTRACT DOCUMENT:**

**2.1 Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all

other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

**2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

**2.3 Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

### **3.0 WAIVERS AND AMENDMENTS:**

**3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

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

### **4.0 CONTRACT TIMELINE:**

#### **4.1 Effective Date of Contract:**

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

#### **4.2 Date of Commencement of Operation:**

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

#### **4.3 Duration of the contract:**

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

**5.0 SCOPE OF WORK/CONTRACT:**

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

**6.0 GENERAL OBLIGATION OF CONTRACTOR:**

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

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

**7.0 GENERAL OBLIGATION OF COMPANY:**

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

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

## **8.0 DUTIES AND POWER/AUTHORITY:**

### **8.1 OIL's site representative/engineer:**

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

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

### **8.2 CONTRACTOR's representative:**

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

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

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

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

**10.0 PERFORMANCE SECURITY:**

- 10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma 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 Bidding 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 i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
  - (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
  - (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).
- 12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
- 12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice

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

#### **12.4 Goods and Services Tax:**

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

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

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

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

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

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

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

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

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

- 12.4.8 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

## **12.5 Anti-profiteering clause**

- 12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

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

- 13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

## **14.0 INSURANCE:**

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

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all

times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

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

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

**14.4** All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

**14.5 Certificate of Insurance:**

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

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

**14.6** Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

**14.7** If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

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

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

**14.9 Principal Assured**

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):  
"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".

**14.10 Waiver of subrogation:**

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

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

**14.11 Deductible:**

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

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

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

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

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

#### **14.13 Loss Payee Clause:**

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

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

#### **14.14 On account payment to OIL in case of claim**

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

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

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

- i) **Workman Compensation and/Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier’s Legal Liability Insurance:** Carrier’s Legal Liability Insurance in respect of all CONTRACTOR’s items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.



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

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

## **15.0 LIABILITY:**

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

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

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

**16.0 LIMITATION OF LIABILITY:**

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

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

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

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

#### **18.0 CONSEQUENTIAL DAMAGE:**

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

#### **19.0 RISK PURCHASE:**

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

operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

## **20.0 INDEMNITY AGREEMENT:**

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

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

## **21.0 INDEMNITY APPLICATION:**

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

## **22.0 ROYALTY PATENTS:**

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

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

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

**23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

#### **24.0 SUBCONTRACTING/ASSIGNMENT:**

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

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

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

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

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

26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

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

- v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

**27.0 REMUNERATION AND TERMS OF PAYMENT:**

- 27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount maybe withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.

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

**27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

- a) Audited account up to completion of the Contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

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

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

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

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

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

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

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



- (i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
- (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (ii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
- 1) The furnished information is correct to the best of his knowledge.
  - 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
  - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
  - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

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

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

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

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

### **31.0 FORCE MAJEURE:**

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

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

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

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

absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

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

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

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

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

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

### **33.0 WITHHOLDING:**

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

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

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

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

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

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

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

**34.0 APPLICABLE LAWS:**

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

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

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

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 2017

- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

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

### **35.0 LABOUR LAWS:**

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

- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

### **36.0 STATUTORY REQUIREMENTS:**

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

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

- 37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
- 37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not

refuse to follow any instruction given by company's Installation Manager/Safety Officer/ Engineer/Official/Supervisor/Junior Engineer for safe operation.

- 37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

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

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

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

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

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

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to

such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/ CONTRACTOR.

- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
  - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
  - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
  - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- 39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
  - ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.



**39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

**39.8** Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

**40.0 SEVERABILITY:**

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

**41.0 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:**

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

**42.0 SETTLEMENT OF DISPUTES:**

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

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <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 along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

**44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to

pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

**44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

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

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

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

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

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

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

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](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-I**

### **Part-3**

## **SECTION-II**

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

- 1.0 INTRODUCTION:** Oil India Ltd (OIL), a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude oil and Natural Gas intends to hire **02 (Two) Nos. of Surface Production Facility Set-up Package** and other related accessories for a period of **03 (Three) years** for operations in **Assam and Arunachal Pradesh**.
- 2.0 DESCRIPTION:** This section establishes the scope and describes the specifications, instructions, standards and other documents including the specifications for any tools or equipment to be supplied, which the Contractor shall satisfy or adhere to in the performance of the work.
- 3.0 DEFINITION OF WORK:** The contractor is to provide Equipment as per the list given in **Appendix-I** with associated equipment/tools & services on hiring as mentioned in clause 1.0 of this section or till the completion/abandonment of last well at the same rates, terms and conditions. The equipment provided by the contractor will be utilized for carrying out necessary surface production operations in vertical wells, high angle deviated wells (S-bend, J-bend, horizontal). Well depths are in the depth range of 2000 – 6000 meters. Maximum working pressure will be of 10,000 psi and bottom hole temperature ranges between 70 to 125°C.
- 3.1** OIL intends to hire the surface production facility service package to carry out surface production operation from remotely located wells/cluster plinths under its operational areas in Assam and Arunachal Pradesh. The said packages are also intended to be used to test few producing oil/ gas as well as oil wells for reservoir study purpose as and when required by OIL.
- 3.2** The Surface Production Facility service packages whilst being used as a regular production WHS (Well Head Setup), shall be capable to handle/produce 4-5 cluster wells simultaneously. Accordingly, provision of multipoint (5 points) production header (manifold), shall be required.
- 3.3** The Scope of Services under this Contract is broadly as:
- (i) Production testing/operation of wells. (Well completion, activation, etc. shall be done by OIL).
  - (ii) As per advice from OIL, regular production through the WHS (round the clock) in shift basis and generation of daily production reports.
  - (iii) To build facility set up for flaring of produced gas, Company will provide requisite land, ROW/ROU and piping for setting up flare pit at a distance of minimum 90 meters away.

- (iv) Measure and continuous record of produced fluid flow rates at facility, surface temperature & pressure at the well (Tubing, Casing & Annulus during testing) and/or separator pressure.
- (v) Collection of samples of well fluids for the necessary analysis. The contractor shall carryout basic sample analysis (BS&W content, salinity, API, Gas SG and pH) in well site using their equipment & consumables. Detailed sample analysis, Bottom-hole Pressure- Temperature, PVT sampling & analysis will be carried out by OIL.
- (vi) To build facility set up for loading of produced liquid/fluid to OIL's hired tankers for transportation to Company's Designated Location.
- (vii) Custody transfer of produced fluid to Company Designated Location from respective WHS/well site. However, transportation of crude oil with tankers from respective well sites to Company Designated Location shall be OIL's responsibility.
- (viii) The Contractor shall have to supply and use their own tools & equipment/facilities etc. as given in Appendix-I to undertake the above services.
- (ix) The Contractor shall have to provide their competent/skilled manpower (personnel) as given in Appendix-II to undertake the above services.
- (x) The Contractor shall have to arrange for fooding, lodging and transportation service for their personnel as well as provisioning of materials/operational consumables including Petroleum Oil & Lubricants etc. for smooth functioning of the SPF/WHS. OIL will provide chemicals viz Glycol, Methanol, De-Emulsifier, Flow improver etc. as and when required.
- (xi) While operating the SPF/WHS by the Contractor, the company shall have the adequate monitoring, supervision and control over the overall operation including transportation of crude oil.
- (xii) Statutory regulations like Mines and related acts/legislation, IBR, OMR, OISD norms and Pollution Control Board (state/central) etc. are to be strictly complied by the Contractor.
- (xiii) After completion of production testing/regular production in a particular well, the advice for inter-location movement (ILM) of SPF Unit and Contractor's personnel to other well sites shall be given by the Company. However, due to some unforeseen circumstances, in case, the next well is not ready for production operation and preceding well (i.e., where initial production testing was carried out) was also not viable for regular production, then the SPF equipment has to be moved to the Contractor's base at Duliajan or elsewhere and the personnel has to be interim de-mobilized till the next well is ready for operation. Such advice for equipment movement to Contractor's base and

temporary de- mobilization of personnel shall be decided by the Company and shall be applicable during the contractual period.

- (xiv) The quantum of job may vary depending upon drilling activities to be taken up by the Company during the course of the contract and needs to be attended by the Contractor. The Contractor following mobilization of crew and equipment, will be required to provide the intended service as desired by the company as and when required basis in line with the contractual terms.
- (xv) The Contractor's entire fleet of equipment must meet the safety requirement and duty condition of safe, trouble free and uninterrupted operation as per sound industry practices. The contractor shall undertake operation and maintenance (O&M) of the equipment forthwith after supply of the equipment and shall be responsible for arranging all resources including competent manpower as per requirements of Indian Mines Act, its bye – laws & other legislations in force and all resources/facilities for continuous 24 (twenty four) hours operations on shift basis, routine & scheduled maintenance including running repairs and provisioning of relevant spares and consumables in relation thereto.

#### **4.0 OIL/GAS WELL DETAILS:**

The bulk of the hydrocarbons discovered so far in the region are contained in Tipams of Miocene age, Barails of Oligocene age and the Lakadong + Therrias of Paleocene/ Eocene age. The presence of the producible oil/gas has also been established in younger Girujan-clay Formations of Upper Miocene age in some areas of Upper Assam basin.

Out of the wells drilled so far in the Upper Assam basin, some wells have penetrated the entire Tertiary sequence and other wells have been drilled down to Upper and/or middle parts of Barail formation of Oligocene age. Information obtained from these wells shows that except a few thin Paleocene/Eocene Limestone beds, the sediments are primary clastic in the Paleocene/Eocene times; rocks were deposited in marine environments which gradually graded into deltaic/fluviatile environments through Oligocene onwards.

Majority of the oil/gas wells are completed with 5.1/2" production casing and 2.7/8" OD tubing strings. Only a few newly drilled wells are completed with 3½" OD tubing in 9.5/8" casing. Few new wells are to be completed with 3½" – 4.1/2" tubing in 7" – 9.5/8" casing. There is no open-hole completion. The existing Non-associated gas wells are generally produced through individual surface production facilities like Indirect Heaters or Heater Separator Units; some are produced in OCSs (Oil Collecting Station) also.

No sour gas been encountered.

During initial production testing of newly drilled wells, well streams having wide range of characteristics will be encountered. The likely range of characteristics of the well fluid is given below for design purpose –

a) Water content (Produced)	: 0% - 90%
b) API gravity of oil	: 20 Deg - 35 Deg (for OIL), : 30° to 55° API (For Mainly Condensate)
c) Water specific gravity	: 1.02 - 1.08
d) Gas gravity	: 0.65 - 0.80 (Air = 1)
e) Pour Point of oil	: 27 Deg - 33 Deg C
f) Wax (Paraffin) content	: 10% maximum by volume
g) Sand /solid/silt content	: There may be some amount of sand/ silt/drilling fluid content in the well stream

**5.0 PRESENCE OF CO<sub>2</sub> & H<sub>2</sub>S:** Presence of CO<sub>2</sub> (**around 2% - Max 10%**). The wells are expected to be H<sub>2</sub>S free.

**A. SCOPE OF WORK:**

OIL seeks to hire Surface Production Facility service package in OIL's operational area in Assam and Arunachal Pradesh. The details of Work/ Services to be performed under the Contract are explained in the subsequent paragraphs.

**1.0 SURFACE PRODUCTION FACILITY SERVICE:**

The production facility service shall consist of the following:

- a.** Surface equipment for Surface Production Facility: Surface safety valve, choke manifold, Indirect bath heater, liquid and gas separator (minimum 2-phase) with liquid and gas flow meter, pumps (bowser loading, hot water circulation pump for tank heating, Chemical dosing pump etc.), ESD/PSD system to activate the surface safety valve remotely on automatic/manual mode, surface flow lines, produced fluid analysis, Data acquisition facilities etc., spares and any other materials required to perform production operation services.
- b.** Nature of services for Surface Production Testing/Facility:
  - i) Pre-Job planning and post job management
  - ii) Periodic Hydraulic testing of SPF equipment as per statutory norms
  - iii) Flow initialization and testing of the well
  - iv) Operation and maintenance of all surface equipment
  - v) Relief valve calibration
  - vi) Sample collection and analysis as per requirements from OIL's engineer
  - vii) Trouble shooting & rectification
  - viii) System Inspection
  - ix) Test data interpretation (Applicable for testing only) and
  - x) Any other service required to ensure an efficient & safe Production Operation.

- c.** Documents to be submitted may include but not limited to: Equipment certification (CoC) at the time of initial mobilization (in case of change of equipment, recertification for the new equipment is required), pressure test chart, relief valve calibration report, P&ID and Surface production testing/facility equipment lay out drawings, NDT report of the equipment (wherever applicable), Safe operating procedure (SOP) and well production/ testing report, as applicable.
- d.** The deliverables of the Surface Production Facility are broadly but not limited to:
  - (i) Surface flow rate data acquisition. (Reservoir pressure & temperature survey and analysis will be carried out by OIL).
  - (ii) Representative produced fluid sample collection. Compositional analysis and PVT analysis will be carried out by OIL.
  - (iii) Final Report on Surface Production Data preparation & submission.
- e.** To build facility set up for flaring of produced gas Company will provide requisite land, ROW/ROU and piping for setting up flare pit at a distance of approx. 90 meters away.
- f.** To build facility set up for loading of produced liquid/fluid in bowsters for evacuation to OIL's designated areas. To improve the efficiency, OIL may advise the contractor to use Electric Motor Driven pumps for loading of bowsters, contractor to provide the service without any additional cost to company.
- g.** OIL at its discretion may ask the contractor to divert the produced crude oil/gas through flowline to the nearby installation. Pumps for these (if supplied by OIL) shall have to be operated by the contractor without any additional cost.
- h.** Wherever Natural gas is made available by OIL at location, the contractor to use the same as fuel for heating of produced well fluid in burner of the indirect heater.

## **2.0 GENERAL NOTES:**

- a. Details of Tools/Equipment and their operational requirement are given in Appendix-I.
- b. The Scope of Work under operation and maintenance of the equipment includes all that are required for safe, trouble-free and uninterrupted operation as per appropriate industry practices. The Contractor shall undertake operation and maintenance (O&M) of the equipment forthwith after supply and shall be responsible for arranging all resources including competent manpower as per requirements, its bye-laws & other legislations in force, employee insurance & benefits and all resources/facilities for continuous twenty four hour operations on shift basis, public liability insurance, routine & scheduled maintenance including running repairs and provisioning of relevant spares and consumables in relation thereto.

- c. The Contractor shall maintain and preserve all records and documents relating to the performance of the Work mentioned in scope of work and anything else that may reasonably be required to preserve for a period of 3 (three) years from completion of this Contract.
- d. Supply of Tool/Equipment/Manpower/Consumables required for ensuring trouble free efficient operation for the assigned services is the sole responsibility of the Contractor.

**3.0 REFERENCE STANDARDS:** The total design and service shall be governed by the following reference standards wherever applicable –

- ✓ API Spec 5CT : Specifications for tubulars and threads
- ✓ API Spec 6A : Specifications for valves equipment and wellhead
- ✓ API Spec RP 17B : Recommended practice for flexible pipes
- ✓ API RP 44 : Recommended practice for sampling petroleum reservoir fluids
- ✓ API RP 520 : Recommended practice for sizing, selection and installation of pressure relieving devices
- ✓ API RP 521 : Recommended practice for pressure relieving and de-pressuring systems
- ✓ ASME-Section-VIII Divn. I and II : Rules for construction of pressure vessels
- ✓ ANSI/ASME B 31.3 : Chemical plant and petroleum refinery piping
- ✓ API RP 54 : Recommended practice for Safety and health for oil & gas well drilling and servicing operation
- ✓ Relevant OISD, CPCB, APCB etc. standards and bye laws

#### **4.0 MANPOWER:**

- a. The Contractor shall provide competent personnel with requisite experiences & qualifications as per the Appendix-II on round the clock basis. OIL reserves the right to decide for engagement of these personnel on the basis of verification of relevant documents prior to engagement.
- b. The Contractor shall furnish an undertaking along with the bid for providing the bio-data and supporting documents regarding academic qualification and experience of all the crew members to be deployed under the Contract as per Appendix- II.
- c. Personnel deployed should be conversant with relevant safety practices.
- d. Key Personnel should have good working knowledge in English.
- e. The Facility In-charge shall head the team of Contractor's crew and shall carry out all the jobs in consultation with OIL's representative. He shall report to the office of the

OIL's representative regularly and also as and when called for receiving instruction/resolving any issue on contractual obligation. He must be available at call.

- f. The Contractor may replace their personnel during their due off/ leave provided equivalent category of personnel is deployed and subject to verification of the relevant documents & acceptance from Company prior to engagement.
- g. The Contractor shall ensure that all the personnel shall have a full medical examination in accordance with accepted medical standard prior to engagement. In Case of any medical emergency/treatment of contractor's personnel's, the contractor shall be responsible for their treatment i.e., all such treatment cost has to be borne by the contractor.
- h. Company reserves the right to disqualify a person in case of indiscipline, unfit due to medical reason, incompetence etc. to Work under the Contract.
- i. Contractor may deploy additional personnel, if required, by taking prior approval from the Company. Such additional personnel shall be provided by the Contractor at their own cost.

#### **5.0 VINTAGE OF TOOLS/EQUIPMENT:**

All major equipment offered for this contract i.e., Surface Safety Valve, Indirect Bath Heater, Choke Manifold, Separator and Surge Tank shall not be manufactured **07 (Seven) years** prior to the Original Bid Closing Date. Bidder has to provide self-declaration confirming compliance to the same and confirm to submit relevant supporting document in support of vintage at the time of mobilization.

#### **6.0 SAFETY, HEALTH, AND ENVIRONMENT:**

Contractor shall comply with applicable environmental laws, statutory regulations as applicable to Oil Mines in India.

The Contractor is required to provide all its personnel with Personal Protective Equipment as per international practice, which may include, as appropriate, but without limitation the following:

- Safety Helmet
- 100% cotton or fire proof overalls
- Safety Foot ware
- Safety Goggles
- Other PPE, including gloves, hearing protection, safety belts etc.

#### **7.0 SUPPLY BASE:**

It will be contractor's responsibility to maintain adequate space and utilities at their appointed base in and around Duliajan for storage of their Equipment, Tools etc. and workshop needs. All costs associated with establishing and running such facility will be to the Contractor's account.



## **8.0 TOOLS/EQUIPMENT/SPARES/CONSUMABLES:**

The Contractor shall provide tools/equipment for the complete services. The Contractor shall keep sufficient back up tools and equipment, spares, elastomers, redress kits, etc. in order to ensure uninterrupted services. An indicative list with brief specification of tools and equipment are given in Appendix-I. Any additional tools/equipment required to fulfil the scope of work but not covered in the list are also to be supplied by Contractor at no extra charge.

The contractor has to provide sufficient back up of Surface Well Testing equipment, spares/consumables ('O' rings, elastomers/rubber seals, redressing kits etc) in order to ensure uninterrupted services.

The list of tools/equipment/spares/consumables is indicative and shall be used for evaluation purpose. However, the Company reserves the right to modify the quantities or remove some of tools/equipment/spares/consumables at the time of Award of Contract.

**APPENDIX – I****A. SPECIFICATION OF SOME OF THE MAJOR TOOLS AND EQUIPMENTS:**

All equipment supplied for use upstream of and including the choke manifold is to be rated to a minimum of 10,000 psi WP unless otherwise specified. All data headers and pressure bleed off points upstream of and including the choke manifold shall each be equipped with double block and bleed needle valves with 10,000 psi minimum pressure rating.

All equipment supplied for use downstream of the choke manifold upto separator is to be rated to a minimum of 5,000 psi and all the equipment supplied for use in downstream of separator shall be 1500 psi unless otherwise specified.

The details of the required Surface Production Facility (SPF) Equipment and accessories suitable for 10000 psi working pressure are as under:

<b>SURFACE PRODUCTION TESTING EQUIPMENT (PER UNIT)</b>		
<b>S N</b>	<b>Equipment Specification</b>	<b>Bidder's Offer</b>
(a)	<b>SURFACE SAFETY VALVE (SSV); Qty: 1 EA</b> <ul style="list-style-type: none"> <li>• Working Pressure 10,000 psi</li> <li>• Test pressure 15000 psi</li> <li>• Hydraulically operated fail-safe to closed position</li> <li>• Shall be able to close in less than 25 seconds at operating pressure.</li> <li>• Shall be complete with a control system, with an interface to the Production Shut Down System (PSD) for emergency remote closure.</li> <li>• Suitable line connection is required to connect the upstream of SSV with X- mass tree and downstream to be connected with choke manifold. (X Mass tree 2 9/16" X 2 1/16" X 5K/10K)</li> </ul>	
(b)	<b>INDIRECT BATH HEATER PACKAGE COMPLETE WITH FACILITY TO CIRCULATE HEATED WATER (HEAT TRANSFERRING FLUID) TO GAUGE/PRODUCTION TANKS; Qty: 1 EA</b> <ul style="list-style-type: none"> <li>• bath type Indirect Heater with diesel and/or natural gas fired burners (dual fuel).</li> <li>• WP 10,000 psi for process/pressure coil</li> <li>• Minimum 2.0 MM BTU/Hr heating capacity</li> <li>• minimum two passes for pressure coil through the heater for efficient heat transfer</li> <li>• the water bath heater shall be able to maintain bath temperature of min 80 deg. C</li> <li>• Automatic fuel shut down valve activated by pilot light stoppage</li> <li>• Flame arrestor at burner air inlet (in case of natural</li> </ul>	

<b>SURFACE PRODUCTION TESTING EQUIPMENT (PER UNIT)</b>		
<b>S N</b>	<b>Equipment Specification</b>	<b>Bidder's Offer</b>
	<p>Draft) or Necessary safety gears in case of Forced draft burners.</p> <ul style="list-style-type: none"> <li>• Dual fuel; diesel or natural gas. Natural gas shall be used wherever made available by OIL.</li> <li>• hot water circulation pump for tank heating.</li> </ul>	
(c)	<p><b>HIGH PRESSURE PIPING PACKAGE;</b></p> <p><b>Qty: as per requirement</b></p> <ul style="list-style-type: none"> <li>• Suitable for 10000 psi WP.</li> <li>• Complete with elbows, straights, swivels and x-overs needed for connections.</li> <li>• All piping connection upstream of choke manifold to be high pressure piping of suitable size, length.</li> </ul>	
(d)	<p><b>MEDIUM PRESSURE PIPING PACKAGE;</b></p> <p><b>Qty: as per requirement</b></p> <ul style="list-style-type: none"> <li>• Suitable for 5000 psi WP.</li> <li>• Complete with elbows, straights, swivels and x-overs needed for connections</li> <li>• All piping connection downstream of choke manifold to upstream of separator to be medium pressure piping of suitable size, length.</li> </ul>	
(e)	<p><b>LOW PRESSURE PIPING (VENT AND RELIEF LINES) PACKAGE;</b></p> <p><b>Qty: as per requirement</b></p> <ul style="list-style-type: none"> <li>• Suitable for 1500 psi WP</li> <li>• Complete with elbows, straights, swivels and x-overs needed</li> <li>• All piping connection downstream of separator to be low pressure piping of suitable size, length.</li> </ul>	
(f)	<p><b>DATA HEADER; Qty: 1 EA</b></p> <ul style="list-style-type: none"> <li>• 10000 psi rated to be sited upstream of choke manifold.</li> <li>• Shall have sufficient points for pressure and temperature gauges (thermo- wells or strap-on thermo-transducers), electronic data acquisition sensors, dead weight tester, sampling and injection, each equipped with double needle valves.</li> </ul>	
(g)	<p><b>CHOKE MANIFOLD; Qty: 1 EA</b></p> <ul style="list-style-type: none"> <li>• Two flow paths, one with facilities to install and change fixed chokes and one with an adjustable choke. Each flow path shall have minimum two closing valves with bleed off</li> </ul>	

<b>SURFACE PRODUCTION TESTING EQUIPMENT (PER UNIT)</b>		
<b>S N</b>	<b>Equipment Specification</b>	<b>Bidder's Offer</b>
	<p>facilities between the upstream and downstream valve and ports for pressure measurement through pressure gauge and bleed off on both sides. Shall be frame / skid mounted.</p> <ul style="list-style-type: none"> <li>• 10000 psi Working Pressure for all valves</li> <li>• API 6A solid block Gate valves, Minimum 4 valve configuration</li> <li>• One full set of choke beans up to 64/64" &amp; choke bean wrench</li> <li>• Pressure gauges ranges to be made available; 0 – 10000 psi, 0 – 5000 psi, 0 – 1000 psi, 0 – 500 psi &amp; 0 – 100 psi</li> <li>• Steel braided rubber tube with connection ½" NPT size 10 feet long suitable for 10000 psi for sampling purpose.</li> </ul>	
(h)	<p><b>SURFACE PRESSURE &amp; TEMPERATURE RECORDER;</b> <b>Qty: 2 EA</b></p> <ul style="list-style-type: none"> <li>• Recorders shall have mechanical as well as digital input and operation.</li> <li>• Pressure to be tapped from ½" NPT needle valve box.</li> <li>• Temperature to be measured from ½ inch Autoclave weld neck pocket or strap- on thermo-transducer.</li> <li>• Provided with sufficient length of high pressure hose (10,000 psi WP) with 1/2" NPT connectors</li> <li>• Chart drive mechanical, one revolution in 24 hrs.</li> <li>• For digital recorders data should be recorded versus time.</li> </ul>	
(i)	<p><b>SEPARATOR (1440 PSI), 2-PHASE (minimum);</b> <b>Qty: 1 EA</b></p> <p>Separator shall be designed to suite the following operating conditions:</p> <p>a) <b><u>For gas well:</u></b> Liquid handling capacity – 0 to 100 KLPD (0 – 600 BPD) and Gas handling capacity – 30000 SCMD to 750000 SCMD at an operating pressure of 300 psi.</p> <p>b) <b><u>For oil well:</u></b> Liquid handling capacity – 10 to 300 KLPD (60 –1650 BPD) and</p>	

<b>SURFACE PRODUCTION TESTING EQUIPMENT (PER UNIT)</b>		
<b>S N</b>	<b>Equipment Specification</b>	<b>Bidder's Offer</b>
	<p>Gas handling capacity – 2000 scmd to 100000 scmd at an operating pressure of 50 psi.</p> <p><b>Separator shall be complete with following features:</b></p> <ul style="list-style-type: none"> <li>• Pressure control system</li> <li>• Liquid level control system with liquid level glass</li> <li>• Positions for both data acquisition transducers and pressure and temperature gauges on vessel, gas and oil lines.</li> <li>• Liquid and gas metering facilities to cover the full flow capacity range of the separator.</li> <li>• Suitable flow meters to measure liquid and gas flow rates</li> <li>• Sampling points at liquid and gas outlets lines</li> <li>• Flange connection in vertical section of gas outlet line for gas sample collection.</li> <li>• Manhole for internal visual inspection and cleaning</li> <li>• Inlet manifold shall enable by-pass to either oil or gas discharge line through equipped valves to isolate the vessel itself</li> <li>• Shall be equipped with two independent pressure relief devices, protecting the vessel against overpressure/ rupture. Each individual device shall be capable of discharging the maximum well production rate in case of overpressure.</li> <li>• Vessel sizing calculation shall be provided at the time of mobilization.</li> </ul>	
(j)	<p><b>SURGE TANK; Qty: 1 EA</b></p> <p>a) Shall have a capacity of minimum 80 bbls, two compartments.</p> <p>b) Shall be able to operate up to a pressure of minimum of 50 psi</p> <p>c) <b>LP gas meter to allow GOR calculation</b></p> <p>d) The following features shall be included:</p> <ul style="list-style-type: none"> <li>• Pressure control system</li> <li>• Externally mounted Liquid level glasses for visual inspection of liquid/gas interface</li> <li>• Shall be equipped with positions for analogue pressure and temperature measurement on vessel</li> <li>• Inlet manifold shall enable by-pass of fluid to oil discharge line. The manifold shall be equipped with sufficient valves to isolate the vessel itself.</li> <li>• Shall be equipped with pressure relief device, protecting the vessel against overpressure/ rupture.</li> </ul>	

<b>SURFACE PRODUCTION TESTING EQUIPMENT (PER UNIT)</b>		
<b>S N</b>	<b>Equipment Specification</b>	<b>Bidder's Offer</b>
(k)	<b>GAUGE TANK WITH HEATING COIL FACILITY;</b> <b>Qty: 08 EA</b> <ul style="list-style-type: none"> <li>• Atmospheric working pressure</li> <li>• Minimum 200 bbls capacity each</li> <li>• Calibrated dip sticks</li> <li>• Externally mounted sight glass and inlet manifold.</li> <li>• Associated pipe fittings for inlet and outlet connections</li> <li>• Fitted with staircase, dip measuring device, valves etc.</li> <li>• Breather (pressure &amp; vacuum) valve</li> <li>• Tank Heating coil for circulation of hot water or steam</li> </ul>	
(l)	<b>OIL TRANSFER/LOADING PUMPS - 5000 bpd (Bowser loading); Qty: 02 EA</b> <ul style="list-style-type: none"> <li>• Should be hooked up in the manifold of gauge tank for direct suction and delivery to enable loading of bowzers.</li> <li>• Shall be capable of emptying tank during flowing with a rate of minimum 25 klph.</li> <li>• Driven by flame proof electric motor or compressed air.</li> </ul>	
(m)	<b>GAS BURNER FOR FLARING &amp; FLARE SET UP FACILITY; Qty: 1 EA</b> <ul style="list-style-type: none"> <li>• Shall be capable of complete combustion of up to 30 MMSCF/day gas without fall-out.</li> <li>• One (01) environmentally friendly gas flare shall be supplied. The burner design shall be such that flaring of hydrocarbons gas is smokeless, fallout- free and achieved at minimum noise levels.</li> <li>• Noise level shall be within the range 45 – 55 db.</li> <li>• Minimum three head Burner</li> <li>• The flaring system shall be capable of flaring oil in case of emergency.</li> <li>• Includes remote electrical ignition system.</li> </ul>	
(n)	<b>AIR COMPRESSORS; Qty: 02 EA</b> <ul style="list-style-type: none"> <li>• Should be able to supply sufficient quantity of air as per contractor's design requirement for efficient flaring &amp; all pneumatic control gears.</li> <li>• Electrical/diesel powered.</li> <li>• Complete with hoses and suitable end connection to connect with air line of burner</li> </ul>	
(o)	<b>OIL DIVERter MANIFOLDS, 5 point; Qty: 01 EA</b> <ul style="list-style-type: none"> <li>• Minimum 05 points/valves</li> <li>• Should have ball/plug valves to divert oil to flare or</li> </ul>	

<b>SURFACE PRODUCTION TESTING EQUIPMENT (PER UNIT)</b>		
<b>S N</b>	<b>Equipment Specification</b>	<b>Bidder's Offer</b>
	process equipment as required • Min working pressure 1440 psi.	
(p)	<b>GAS DIVERTER MANIFOLDS, 3 point; Qty: 01 EA</b> • Minimum 03 valves/points • Should have ball/plug valves to divert gas to flare. • Min working pressure 1440 psi.	
(q)	<b>PRODUCTION SHUT DOWN (PSD)/EMERGENCY SHUT DOWN (ESD) SYSTEM; Qty: 01 EA</b> Shall be capable of shutting in the well on the surface safety valve. Activation shall take place as automatic functions from sensors installed as mutually agreed using API RP 14C as a guideline, or by manual activation of PSD shut down panel located at the strategic places: I. <b>Manual push button</b> at Assembly Area, Separator Area, Storage Tank Area. A box with lid to avoid accidental activation of PSD. II. <b>High-low pilots for auto-mode</b> between (1) Upstream of Choke manifold, (2) Choke Manifold & Separator (3) Separator & Tank	
(r)	<b>WELL FLUID SAMPLE TESTING EQUIPMENT; Qty: 01 EA</b> Complete with suitable equipment to measure the basic parameters of the well fluid sample, viz., BS&W content, temperature, liquid specific gravity/API, gas specific gravity, salinity, pH etc.	
(s)	<b>SURFACE DATA ACQUISITION SYSTEM; Qty: 01 EA</b> Complete with accessories & provision for real time remote display, water in oil monitor, gas flowmeter (senior Daniel orifice type) • Sensors for Pressure and temperature measurement, level transducers & Cabling • Shall be capable for continuous monitoring of pressure and temperature at surface test tree, annulus pressure at well head. Flow rates for gas/liquid at separator. Pressure & temperature in separator and its downstream. • Sampling to be done every 1 min. The records in hard copy generated will be in every 15 mins, if required. • All sensors and metering devices shall have valid calibration.	

<b>SURFACE PRODUCTION TESTING EQUIPMENT (PER UNIT)</b>		
<b>S N</b>	<b>Equipment Specification</b>	<b>Bidder's Offer</b>
(t)	<p><b>SAMPLE BOTTLES / SAMPLER</b>, complete with Labels and consumables.</p> <ul style="list-style-type: none"> <li>• Conventional gas sampler, 1500 psi, 600cc, IATA conforming – 6 nos.</li> <li>• Oil sample cans, 5 ltrs, IATA conforming – 10 nos.</li> <li>• Oil sample cans, 1 ltrs, IATA conforming – 20 nos.</li> <li>• Water sample bottles, 1 litre, plastic or glass – 10 nos.</li> </ul>	
(u)	<p><b>SAFETY EQUIPMENT; Qty: 01 EA</b></p> <ul style="list-style-type: none"> <li>• Sufficient quantity of Fire extinguishers at strategic locations, DCP &amp; CO2</li> <li>• Trailer or Skid Mounted Fire Water Pump (Diesel Engine Driven) capable of developing 7 KSC pressure with provision for quick connection hose, 01 no.</li> <li>• Skid Mounted Water Storage Tank (36 Cu. M Minimum) with circulation facility, 01 no.</li> <li>• Portable Water-cum-foam monitor of 1750 lpm, 02 nos.</li> <li>• Firefighting water hoses of adequate length as per OISD</li> <li>• Weather proof storage for storing Firefighting accessories</li> <li>• Multi-Purpose Nozzle – 2 nos.</li> <li>• Inline Foam inductor – 1 no.</li> <li>• Foam branch line – 1 no.</li> <li>• Foam Compound – 200 liter</li> <li>• Foam Tank (If required)</li> <li>• Portable Multi gas detector</li> <li>• Personnel protective equipment</li> <li>• Windsock</li> <li>• Safety barricading tape</li> </ul>	
(v)	<p><b>TOOLS, CROSS-OVERS &amp; SPARES</b></p> <p>Includes all hand tools, all types of cross-overs, spare parts etc required for surface testing operations</p>	
(w)	<p><b>FITTINGS AND NEEDLE VALVES</b></p> <p>Needle valves and fittings, to supply all pressure, temperature and sampling point upstream of the heater with double block and bleed.</p>	
(x)	<p><b>Genset, Acoustically Enclosed; Qty: 2 EA</b></p> <ul style="list-style-type: none"> <li>• Shall be able to provide sufficient power to run all the contractors' tools/equipment and area illumination or minimum 50 kVA.</li> <li>• Shall be diesel engine driven.</li> <li>• Mounted on a fabricated skid/frame housed in a Acoustic</li> </ul>	



<b>SURFACE PRODUCTION TESTING EQUIPMENT (PER UNIT)</b>		
<b>S N</b>	<b>Equipment Specification</b>	<b>Bidder's Offer</b>
	Enclosure complete with all ancillaries/ equipment including earthing materials, earthing pit and ground earthing for uninterrupted round the clock operation.	
(y)	<b>CHEMICAL INJECTION PUMP; Qty: 01 EA</b> a) Working pressure 10000 psi b) Capable of injecting against full shut-in wellhead pressure. c) Shall be equipped with a pressure relief device, if maximum pump pressure is higher than the maximum working pressure of the component it is pumping in to. d) Shall be suitable for LFI, methanol & glycol injection. e) Pumping capacity = 56 gallons per day @ 10,000 psi. f) Pump should be pneumatically driven positive displacement. g) Pump to be provided with check valve. h) Provided with sufficient length of high-pressure hose (10,000 psi WP) with 1/2" NPT connectors.	
(z)	<b>PRODUCTION HEADER (5 POINT MANIFOLD) (10000 PSI WP MIN); QTY: 01EA</b> 5 point production header/manifold (block type construction is not acceptable), each point fitted with plug/gate valves, which shall have the facility to receive 05 inlets (from individual wells). Also, each inlet line shall have check valves and ½" pressure measuring points. The pressure rating of the components in the manifold shall be as under: a. Working Pressure: 10000 psi b. Test Pressure: 15000 psi	
(aa)	ANY OTHER EQUIPMENT / TOOLS FOR SUCCESSFUL SURFACE TESTING SERVICE, BUT NOT MENTIONED ABOVE	

**B. OPERATIONAL REQUIREMENT: SURFACE EQUIPMENT**

- a) The outlets of all pressure relief system/SRV shall be routed to the flare through suitable sized piping of appropriate pressure rating. It will be Contractor's responsibility to ensure that the relief system is suitably sized to discharge the maximum gas and/or liquid design flow rate.
- b) The interconnecting piping shall be laid and installed by the Contractor after due approval from the OIL in charge at site. All piping shall be **safely anchored and secured**. When the piping installation has a change of pressure rating, the lower rated pipe shall be adequately protected against overpressure.

- c) All major equipment downstream of the choke manifold shall have the feature to be bypassed.
- d) Burning of hydrocarbons shall take place without any pollution to atmosphere. All effort shall be made to minimize smoke to air.
- e) All process control shall be local pneumatic control.
- f) All the surface equipment necessary for the job shall be skid mounted for ease of transportation and installation.
- g) Area illumination using FLP electrical lighting system/facility, earthing system and other ancillary equipment that are run on electrical power using soundproof generators (contractor's scope) are to be provided by the contractor.
- h) **Maintenance:** It is expected that periodic maintenance of the equipment shall be carried out at the time of Inter location Movement and by planned bypassing or preventive maintenance schedule. However, the contractor shall be provided 01 day (24 hours) time in a calendar month to carry out necessary maintenance/repairing job with prior permission from concerned engineer/Installation Manager/OIL's representative. Cumulative servicing period cannot be brought forward to the next month(s).
- i) Safety Equipment/Services:
  - i. The Contractor shall observe all safety regulations in accordance with acceptable oilfield practices and applicable Indian Laws including provisions of Oil Mines Regulations, India, OISD & State Pollution Control Board. The 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.
  - ii. **DGMS approved Electrical & Instrumentation equipment** shall be acquired and used by the contractor, wherever applicable.

**C. OPERATIONAL REQUIREMENT: SECURITY SERVICES**

The Contractor shall be wholly responsible for complete Security of their personnel, their surface well test package, Well Sites, Base Camp, etc. during ILM, operations, transit etc. and arrange suitable, complete and best Security services accordingly on round the clock basis for their personnel and equipment & other materials of the Company (handed over through proper documents) at well sites throughout the tenure of the contract. All security related issues shall be dealt with by the Contractor on their own including dealing with Government agencies. Suitable fencing with security gate & proper area lighting at well site as well as at camp sites will be the sole responsibility of the Contractor. **The Company will in no case be involved in security related issues.** The Contractor shall also be responsible for **safety and security of the Company's personnel / equipment / tools / materials** etc. at the

well site and at camp site and shall provide best security services to them during the tenure of the contract.

**NOTE:**

- a. **CIVIL jobs:** Initial site preparation and any civil jobs emerging due to movement of OIL's equipment will be OIL's scope.
- b. **Well Plinth civil works will be carried out by OIL.**
- c. Security & fencing will be solely under contractor's scope.
- d. Safety & Emergency First Aid items as per Indian Oil Mines Regulations and OISD guideline to be kept in well site by the contractor.
- e. **Extra storage tanks if required will be provided by OIL.**
- f. **Mines Vocational Training may be given by OIL.**
- g. Double electrical earthing strips per equipment should be provided.
- h. During activation well fluid coming out will be directed to the gauge tank bypassing separator & surge tank. **The tank evacuation will be OIL's scope.**
- i. **FLARE PIT:** For flaring of produced gas during well testing, flare pit is a must in case of exploratory well or development wells where flow line connection to permanent set up is not possible.

**For preparation of flare pit following jobs needs to be carried out:**

SL NO	PRACTICE FOLLOWED IN OIL	OIL'S SCOPE	CONTRACTOR'S SCOPE
1)	Procurement of land measuring area 30 m x 30 m and as well as approach road of 1.5 m breadth. to the flare pit from the well plinth	√	
2)	Construct the flare pit covering the area of Size: 20 m x 20 m by asbestos walling about 16 ft height		√
3)	Make trestle approach road to the flare pit for lying of flare line as well as for walking in case of low-lying area		√
4)	Make earthen bundh around the flare pit area up to a height of 1.5 m to prevent crude oil over flowing to the neighbouring area of the flare pit in case of system malfunctioning or carryover		√
5)	Erect security fencing with jungle wire around the flare pit in order to avoid any cattle movement and touching of hot asbestos wall.		√
6)	i) Making of flare line using 4½" OD line pipe from separator gas out let with flare manifold of 6" or 8" size having three /		√

<b>SL NO</b>	<b>PRACTICE FOLLOWED IN OIL</b>	<b>OIL'S SCOPE</b>	<b>CONTRACTOR'S SCOPE</b>
	<p>four nos. of 4" outlets</p> <p>ii) Anchoring of the flare manifold.</p> <p>iii) Make a trestle at the flare pit (if required).</p> <p>iv) In the event of non-availability of approach of desired width, contractor to fabricate &amp; install conventional ground flare using OIL's supplied pipes.</p> <p>Necessary 4.1/2" OD line pipe (or 2.7/8" OD tubing) will be provided by OIL.</p>		

**APPENDIX- II**

**QUALIFICATION AND EXPERIENCE OF PERSONNEL (per SPF):**

**1.0 SURFACE PRODUCTION FACILITY IN-CHARGE (SPFI): 1 NO.**

- 1.1 Person should be Graduate in Engineering with **04 years'** experience or Graduate in Science/Diploma in Engineering with **07 years'** experience in operation and maintenance of **Surface Production Operation/Testing**.
- 1.2 He should have adequate administrative skills to independently run the operation and manage a group of manpower deployed under him. Amongst these people, he should handle any industrial unrest scenario arising out his subordinates.
- 1.3 The SPFI shall head the team of Contractor's crew and shall carry out all the jobs in consultation with OIL's representative. He shall report to the office of the OIL's representative regularly and also as and when called for receiving instruction/resolving any issue on contractual obligation.
- 1.4 To recommend surface well testing plan and equipment layout to OIL India Ltd. for approval.
- 1.5 The SPFI shall attend duty as and when the job demands and shall be available for 24 Hours and shall be in constant touch with the Company representatives stationed at well site.
- 1.6 He will be overall responsible for the trouble-free operation of the equipment.
- 1.7 He shall be responsible for all surface data acquisition.
- 1.8 SPFI will be responsible for Pre Job planning, design, operation, post job management, final test report preparation & submission, system inspection and maintenance of Surface Production Facility equipment.
- 1.9 He should have knowledge of Hazardous Area and conversant with relevant Safety and Environment Regulations. In operation and maintenance of all the tools and tackles, machineries used for the operation. He should have experience to critical and emergency situation.

**2.0 SURFACE PRODUCTION SUPERVISORS (SPS): 1 NO.**

- 2.1 Person shall be diploma in engineering with min **3 years** experience or passed 12th standard with min **07 years'** experience in Surface Production Operation/Testing.
- 2.2 The person will be responsible for all the operation mentioned in Scope of Work.
- 2.3 The person is to report to SPFI for any abnormality in the operation.

- 2.4 He should be well versed with the latest testing technology, work procedures, in accordance with internationally recognized safe well testing methodology.

### **3.0 OPERATOR: 02 NOS.**

- 3.1 The Surface Production Facility Operator shall have a minimum of **5 years** of experience in operating production testing surface equipment or shall be diploma in engineering with **2 years** experience in E&P Sector.
- 3.2 The Contractor should submit a list of personnel who are likely to be deployed for the subject services to Operator for approval. They should fulfil the above qualifications and experience.
- 3.3 The Contractor shall furnish a list of available personnel who will be deputed for providing services at the beginning of the contract.

### **4.0 OTHER CREW MEMBERS:**

Personnel deployed by the Contractor other than the mentioned above, in any operation shall be conversant with oil field operation.

### **5.0 LIST OF KEY PERSONNEL:**

The following table shows the summary of list of competent personnel to be deployed by the Contractor per SPF unit:

<b>Sl. No.</b>	<b>Description</b>	<b>Nos.</b>
<b>1.</b>	Surface Production Facility In-Charge (SPFI)	1
<b>2.</b>	Surface Production Testing Supervisor, per shift	1
<b>3.</b>	Operator, per shift	2

**END OF SECTION-II**

**SECTION-III**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

<b>Sl. no.</b>	<b>GCC Clause No. Ref (if any)</b>		<b>Clause Descriptions</b>
<b>1.</b>	<b>GCC clause no. 1.0</b>	<b>Definition</b>	<p>Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:</p> <p>1.1 “Equipment” means all Surface production testing accessories as listed in the Contract.</p> <p>1.2 “Supply Base” means where the Contractor will establish camp for their equipment and personnel.</p> <p>1.3 “Operating Area” means those areas in Assam &amp; Arunachal Pradesh where the Operations will be carried out.</p> <p>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.</p> <p>1.5 “Company” or OIL means OIL INDIA LIMITED.</p> <p>1.6 “Company’s items” means the equipment, materials and services, which are to be provided by Company at the expense of Company.</p> <p>1.7 “Company’s personnel” means all the personnel to be provided by OIL. The company representatives of OIL and Consultants deployed by OIL for supervision of operations are also included in the company’s personnel.</p> <p>1.8 “Contractor’s items” means all the</p>

			<p>Equipment; materials and services, which are to be provided by Contractor to carry-out the job satisfactorily which, are listed in section under Scope of Work.</p> <p>1.9 “Contractor’s personnel” means the personnel as mentioned under Appendix-II, to be provided by Contractor to conduct operations hereunder.</p> <p>1.10 “Approval” as it relates to Company, means written approval.</p> <p>1.11 “Facility” means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this Contract which is or will be a part of the Company.</p> <p>1.12 “Certificate of Completion” means certificate issued by the Company to the Contractor stating that they has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.</p> <p>1.13 “Operation” means all operations required to be carried out pursuant to this Contract.</p> <p>1.14 “Day” means a calendar day of twenty-four (24) consecutive hours beginning at 0600 hrs and ending at 0600 hrs the next day.</p> <p>1.15 “Work” means each and every activity required for the successful performance of the services described in Section-II.</p> <p>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.</p>
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			Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.
<b>2.</b>	<b>GCC clause no. 1.2.25</b>	<b>Mobilization</b>	<p>Mobilization of Surface Production Facility shall have to be carried out by contractor unit wise <b>upon issuance of Mobilization Notice separately for each unit. Company may at its discretion issue Mobilization Notice to mobilize all 02 (Two) units simultaneously.</b></p> <p>The mobilization of equipment along with accessories and personnel shall be completed by Contractor within 90 (Ninety) days from the date of issuance of Mobilization Notice for the units by user department after issuance of LOA. Mobilization shall be deemed to be completed when contractor's all equipment (as listed in 5.0 of Section-II) and manpower (as prelisted in 5.0 of Section-II) are placed at Well site and in readiness to undertake operation as envisaged under the contract duly certified by the company's authorized representative. Contractor shall issue a 'notice of readiness' to the company for necessary Inspection minimum 07 (Seven) days before the effective mobilization completion date as per mobilization notice. Company shall inspect the contractor's equipment within 07 (Seven) days of receipt of the Contractor's Notice of readiness for Inspection. If the company fails to inspect the contractor's equipment within 07 (Seven) days from the receipt of 'notice of readiness' for inspection, the contractor's equipment's shall be deemed to be inspected.</p>
<b>3.</b>	<b>GCC clause no. 4.3</b>	<b>Duration of contract</b>	<p>This CONTRACT shall remain valid for a period of 03 (Three) years from date and time of commencement of operation of each unit individually.</p> <p>The duration of the contract shall be considered from the date of commencement of operation in case mobilization is completed within the scheduled Mobilization date mentioned in the Mobilization Notice. However, in case of delay in mobilization, the</p>

			<p>duration of contract shall be considered from the scheduled date for completion of mobilization as per Mobilization notice. Accordingly, the delay period shall get reduced from the firm contract period of 3 years.</p> <p>Note: In case if partial mobilizations are allowed, LD shall be applicable as per the issuance of mobilization notice.</p>
<b>4.</b>	<b>GCC clause no. 25.0</b>	<b>Inspection</b>	<p>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.</p>
<b>5.</b>	<b>GCC clause no. 10</b>	<b>Performance Security</b>	<p>Upon awarding of the contract, the contractor shall furnish performance security for an amount of 10% of Annualized contract value within 02 (two) weeks of receipt of LoA with a validity of 90 (ninety) days beyond contract period.</p>
<b>6.</b>	<b>GCC clause no. 27.0</b>	<b>Terms of Payment</b>	<p>To be guided by Clause No. 27 of GCC. However, only 01 (One) copy of invoice to be submitted along with all required supporting document for processing of payment.</p>

7.	<b>GCC clause no. 27.0</b>	<b>Submission of Reports/Invoice</b>	<p><b><u>REPORTS/INVOICES</u></b></p> <p>The payment to the contractor will be as under:</p> <p>i) Separate invoice to be raised after the completion and acceptance of mobilization.</p> <p>ii) All subsequent invoices to be raised on monthly basis against individual units/ Packages. The invoice shall be accompanied by Certified DPRs', Measurement sheet post certification from respective Installation Manager and Zonal IN-Charge and Surface Managers along with supporting documents like PF Statements or Declarations (as and where applicable), ESI (if applicable), wage slips etc.</p>
8.	<b>GCC clause no. 28.0</b>	<b>Agent Commission</b>	<p>Bidder to be guided by GCC clause no. 28 along with an undertaking to be provided stating as under:</p> <p>[Contractor have confirmed in their offer that M/s. _____ are their authorized Indian Agents in India and are entitled to receive a remuneration of ____ % of total amount payable to Contractor by Operator against the Agreement]</p>
9.	<b>GCC clause no. 14.0</b>	<b>Insurance</b>	<p>To be guided by Clause No. 14.0 of GCC. Contractor to note that coverage period shall be 03 (Three) years i.e., duration of contract from acceptance of mobilization (for all awarded units), followed by any extension thereof deemed necessary based on service duration.</p>
10.	<b>GCC clause no. 42.1</b>	<b>Arbitration</b>	<p>Location of Arbitration shall be Duliajan</p>
11.	<b>GCC clause no. 27.11</b>	<b>De-Mobilization</b>	<p><b><u>DEMOBILISATION &amp; RE-EXPORT:</u></b> The Contractor shall arrange for and execute demobilization of the Tools/Equipment/ Spare/Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion/termination of the contract and</p>

			<p>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.</p> <p>i. 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 .</p> <p>ii. Contractor must furnish an undertaking that "the tools/equipment imported and also spares/accessories &amp; 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</p>
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			<p>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.</p> <p>iii. 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.</p>
12.	<b>GCC clause no. 9.0</b>	<b>Association of Contractor's Personnel</b>	<p><b><u>CONTRACTOR'S PERSONNEL</u></b></p> <p>i. 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</p>

			<p>deploy its personnel unless cleared by the company.</p> <p>ii. 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.</p> <p>iii. Contractor shall deploy on regular basis, all category of their employee required for economic and efficient pumping operations.</p>
13.	<b>GCC clause no. 24.0</b>	<b><u>ASSOCIATION OF COMPANY'S PERSONNEL</u></b>	<p><b><u>ASSOCIATION OF COMPANY'S PERSONNEL:</u></b></p> <p>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. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.</p> <p>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.</p> <p>iii) The Contractor shall maintain sufficient stock of the critical spare part to avoid any major shut down. Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel</p>

			<p>working in the area and provide medical facilities to injured persons if any due to accident/take corrective measures in case of pollution as per the company's man instructions.</p> <p>iv) While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.</p> <p>All the clauses in this contract are limited to execution of this contract only and do not carry any precedence whatsoever for any OIL's such or similar tenders/contracts in future.</p>
14.	GCC	<b><u>COMPANY'S REQUISITES</u></b>	<p><b><u>COMPANY'S REQUISITES</u></b></p> <p>i. 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 conversant in written and spoken English.</p> <p>ii. 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.</p>

			iii. Company reserves the right to reject any person on such list, and any subsequent changes to the list.
15.	<b>GCC clause no. 30.0</b>	<b>Liquidated Damage Clause specific to Tender</b>	<p><b><u>LIQUIDATED DAMAGES &amp; PENALTY</u></b></p> <p>i. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of total contract cost for the particular SPF package, per week or part thereof, of delay from date of scheduled mobilization as per Mobilization Notice, subject to maximum of 7.5% of total contract cost for the particular SPF package. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in Clause No. 2 of SCC.</p> <p>ii. If the Contractor fails to mobilize within the stipulated date, the Company reserves the right to cancel the Contract without any prior notice.</p>
16.	<b>GCC clause no. 9.3</b>	<b>Provision of Personnel facilities</b>	<p><b><u>FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT OPERATION SITE AND CAMP SITE.</u></b></p> <p>i. Contractor shall provide food &amp; services for all its own &amp; its sub-contractor's personnel.</p> <p>ii. Transportation of Contractor's personnel from base camp to work place will be arranged by Contractor.</p> <p>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.</p>
17.	<b>GCC clause no. 23.0</b>	<b>Warranty and remedy of defects</b>	Not Applicable



18.	<b>GCC clause no. 48.0</b>	<b>Miscellaneous Provisions:</b> <b>Key personnel</b>	To be guided as per GCC
19.	<b>GCC clause no. 16.0</b>	<b>Limitation of Liability %</b>	100% in line with GCC
20.	<b>GCC clause no. 39.0</b>	<b>Statutory variation/ Newly enacted Law Minimum Wages increment in SCC as the case may be</b>	To be guided by GCC Clause
21.	<b>GCC clause no. 24.0</b>	<b>Sub-contracting Allowed/Not Allowed</b>	Allowed for Petty services not under the scope of this tender which may be required to support the primary stated scope. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.
22.	<b>GCC clause no. 24.0</b>	<b>Sub-contracting If allowed, define Petty Services</b>	Logistics & Transport Services, Warehousing & Base/Godown Services, Food & Accommodation, Civil Engineering Services {Raw Water Collection, Petty Construction work}, Catering Services, Local Security services and other such services which are excluded in the scope and does not form part of the primary service

**CLAUSES SPECIFIC TO THIS TENDER**

23.	PENALTY	Sl	Failure	Penalty
		a	Shutdown/breakdown of any Tool(s)/ Equipment(s) during any operation/non-availability of Equipment (s)/manpower/tools/spares/consumables etc. If there is any interruption	Zero rates shall be applicable for the period of shut down on pro-rata basis along with penalty of 15% on sum of the Rental and Total Operating day rate charges (i.e. ODR Equipment & ODR

			of operation which leads to shutdown of operation/ well.	Personnel Combined) for the period of shutdown..
		b	Non-Operation of any equipment stipulated in the contract which forms a part of the SPF package	Even in case the connected wells are flowing and are under operation, and any equipment forming the part of SPF package is non-operative/in break-down condition for more than 02 (Two) operating days and is not repaired/rectified/replaced for reasons attributable to the contractor penalty @5% of DRC + ODR-Equipment on each working day shall be applicable on pro-rata basis during the period of such breakdown after elapse of the first 02 (Two) days subject to a maximum penalty of 1.5 (One and Half) Days of DRC + ODR-Equipment in a Working Month. The penalty shall be imposed on pro-rata basis till rectification of such equipment is not complete
		c	Delay in Interim Mobilization of Manpower	Any delay in Interim Mobilization of Manpower beyond the standard, as stipulated in clause No. D of SOR, penalty @ 5% of total unit cost for Interim mob & de-mob for personnel, subject to maximum amount equal to sum of unit costs for interim de-mob & interim re-mob of manpower shall apply.
		d	Delay in Inter Location Movement (ILM)	No daily rental charges shall be payable after elapse of the stipulated

			<p>timeline given for ILM as per notice. Penalty shall be levied @ 5% of ILM charges per day subject to maximum amount per unit of ILM charges shall apply, when ILM got delayed for the reasons attributable to the contractor.</p>
		e	<p>Delay in Interim Re-mobilization</p> <p>Any delay in Interim Re-mobilization of the service beyond the standard, as stipulated in clause No. K of SOR, penalty @ 5% of unit cost for Interim mob &amp; de-mob, subject to maximum amount equal to charges for 01 (one) interim de-mob &amp; interim re-mob shall apply.</p>
		f	<p>In the event of any recorded Health Safety Environment (HSE) violation (if any</p> <p>a) Penalty equal to sum of 01 (One) each ODR-E &amp; ODR-P shall be imposed each week calculated on pro-rata basis till such violation is rectified in an operating Month. If such violation is not rectified, the penalty shall be calculated every subsequent month on per week basis or part thereof. The violations noticed shall have to be recorded by concerned Installation Manager/Well Engineer/ Safety officer and their discretion on rectification of such safety issues shall be final for closure of such violations.</p> <p>b) In an event the safety violation is unintentional and is not under the purview of the contractor or is not attributable to the contractor appropriate</p>

		<table><tr><td></td><td></td><td>measures to mitigate such violation may be taken either by Contractor or by OIL on mutual agreement.</td></tr></table> <p><b>For calculation of Penalty, the ODR – Equipment Rate shall be based on the type of Fuel being used for heating of well fluid in indirect heater burner.</b></p>			measures to mitigate such violation may be taken either by Contractor or by OIL on mutual agreement.
		measures to mitigate such violation may be taken either by Contractor or by OIL on mutual agreement.			
24	Area of Operation	Assam & Arunachal Pradesh <b><u>KNOWLEDGE OF SITE CONDITION:</u></b> Contractor shall deemed to have inspected and examined the sites and its surroundings and information available in connection therewith and to have satisfied himself the form and nature thereof including the topography of the area of operation, well sites, approaches, infilled roads/bridge conditions, climate etc. and quantities and nature of work and materials necessary for the completion of the work, the means of access, and in general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the contract and his ability to perform it.			
25.	<b><u>HSE Policy</u></b>	Contractor shall observe such safety/pollution control regulations in accordance with acceptable Oil field practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care & caution in preventing fire, pollution, explosion and blow out and maintain fire-fighting equipment in sound condition at all times during operation. Contractor shall conduct safety drills.  <b><u>ENVIRONMENT MANAGEMENT</u></b>  i. Contractor shall ensure that there is no pollution either of water, air or sound during the operation. Contractor shall be more careful and checked for any leakage and immediate corrective action to be taken for such leakages to avoid any pollution problems. Contractor shall inform of such leakages immediately to the Company's Representative.  ii. The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.			

		<p>iii. Any permission from the Mines Directorate in connection with working in excess of 08 (Eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under applicable provisions of Mines Act, Pollution Control Board (Assam) the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.</p> <p>iv. The Contractor shall not engage labour below 18 (Eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.</p> <p>v. Moreover, the Contractor should obtain and produce in advance before commencement of work, the following certificate/approvals:</p> <ol style="list-style-type: none"> <li>Total manpower list</li> <li>All certificates as per applicable laws including Mines Acts.</li> <li>Regional Labour certificate, if required.</li> </ol>
26.	<b>Interim de-Mobilization and Re-mobilization</b>	<p><b><u>Interim De-Mobilization</u></b></p> <p>As and when the services are not required, OIL at its discretion shall notify the contractor to carry out Interim-Demobilization of Equipment and/or Manpower against individual SPF unit packages. On issuance of such notice, the contract shall be deemed to be demobilized effective next working day. No charges shall be applicable during the period the contract is under interim- demobilization.</p> <p><b><u>Interim-Re-Mobilization</u></b></p> <p>Interim re-mobilization shall be completed within 10 days of issuance of interim re-mobilization notice. In the event of any delay for reasons attributable to contractor, penalty will be levied as per SCC clause no. 23. (e).</p> <p><b><u>Note: The contract shall be deemed to be de-mobilized completely for the particular unit if interim-remobilization notice is not issued within 120 Days from interim-demobilization.</u></b></p>
27.	<b>ILM (Inter Location Movement)</b>	<p>As and when required company may issue the contractor notice of Inter Location Movement. Post issuance of such notice by the company the contractor has to carry out</p>

		movement of equipment and personnel to the next location notified by the company. Contractor has to complete ILM within 10 (Ten) days post issuance of notice of ILM failing which penalty shall be imposed as per SCC clause no. 23 (d), when the reason attributable to the contractor.
<b>29.</b>	<b>Notice</b>	<p>Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:</p> <p><b><u>Company</u></b></p> <p>a) <b><u>For contractual matters</u></b></p> <p>CGM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Email: <a href="mailto:contracts@oilindia.in">contracts@oilindia.in</a></p> <p>b) <b><u>For technical matters</u></b></p> <p>Chief General Manager [PSS] OIL INDIA LIMITED PO Duliajan – 786602 Assam, India Email: <a href="mailto:productionservicessupport@oilindia.in">productionservicessupport@oilindia.in</a></p> <p>c) <b><u>Contractor</u></b></p> <p>.....</p> <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<b>30.</b>	<b>RECORDS, REPORTS AND INSPECTION GCC Clause no. 25.0</b>	To be guided as per GCC.
<b>31.</b>	<b><u>CONTRACTOR'S ITEMS</u></b>	<p>i. Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.</p> <p>ii. Contractor shall be responsible for maintaining at its own cost adequate stock levels of items including spares and replenishing them as necessary.</p> <p>iii. Contractor shall be responsible for the maintenance and repair of all equipment and will provide all spare parts,</p>

		<p>materials, consumables etc. during the entire period of the contractual period.</p> <p>iv. Contractor shall provide all petroleum Contractor and lubricants (POL) for operation of Contractor's equipment both at well-site and campsite at Contractor's cost. There shall be <b>no escalation</b> in the day rates and others throughout the duration of the contract including extension, if any, on account of <b>any price increase in fuel/lubricants</b>. Contractor shall arrange necessary electricity at campsite at their own cost.</p>
32.	<b><u>CONTRACTOR'S SPECIAL OBLIGATIONS</u></b>	<p>i. It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorized to designate its representative, who shall at all times have access to the SPF 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 SPF operations, equipment and inspect works performed by contractor or examine records kept at well site by Contractor.</p> <p>ii. <b><u>Compliance With Company's Instructions:</u></b> Contractor shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to well production/test operation, safety instructions, confidential nature of information, etc. Such instructions shall, if Contractor request, be confirmed in writing by company's representative.</p>
33.	<b><u>LOSS OR DAMAGE</u></b>	<p><b><u>DAMAGE TO CONTRACTOR's EQUIPMENT:</u></b></p> <p>i. The Contractor shall at all times be solely responsible for any damage to or loss or destruction of their equipment and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the agents, nominees, assignees, Contractors shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.</p> <p>ii. If the equipment is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this contract shall</p>

		<p>terminate in respect of the equipment as of the occurrence of the event causing such loss and each Contractor shall thereupon be released of all further obligations hereunder in respect of that equipment except for its payment of money then due or liabilities to be charged in respect of work already done under this contract.</p>
34.	<b><u>CONFIDENTIALITY</u></b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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/ Arunachal Pradesh Entry Tax for bringing equipment/material to Work place shall be Contractor's responsibility. Company will provide necessary Essential Certificate, if required.</li> <li>• 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.</li> </ul>



35.	<b><u>RIGHTS AND PRIVILEGES OF COMPANY:</u></b>	<p>i. To check the pumping units 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.</p> <p>ii. 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 excluding the primary service.</p> <p>iii. To check, at all times, Contractor's stock level, to inspect Contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.</p> <p>iv. To order suspension of operations while and whenever:</p> <p>a) Contractor's personnel is deemed by company to be not satisfactory, or</p> <p>b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.</p> <p>c) Contractor's equipment turns into a danger to personnel on or around the LFI/Chemical Mix pumping service unit or to the well.</p> <p>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.</p> <p>e) Contractor fails to meet any of the provisions in the contract.</p> <p>Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.</p>
36.	<b><u>EMERGENCY</u></b>	The company reserves the right to use the manpower and equipment of the Contractor in the advent of any emergency like situation leading to uncontrollable pollution.
37.	<b><u>DISCIPLINE:</u></b>	The Contractor shall maintain strict discipline and good order among their employees and their Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall notify Contractor in writing the

		reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 07 days from the time of such instruction given by the Company.
<b>38.</b>	<b><u>RESPONSI-</u> <b><u>BILITIES</u></b></b>	<p>The Contractor shall perform its obligations under this Contract, such that:</p> <ol style="list-style-type: none"> <li>i. The Services shall be rendered strictly in conformity with instructions of the Company, Applicable Laws, Directives, Clearances, Good Industry Practice, the Codes and Standards and this Contract; and The Contractor shall assume full responsibility for and shall ensure the proper, timely and expeditious performance of the Services in accordance with the Services Schedule and the Delivery of the Goods at the Site in accordance with the Delivery Schedule. Accordingly, the Contractor shall provide such necessary resources and experienced personnel having the requisite expertise for the purposes stated in this Contract. Except as otherwise expressly provided in this Contract, the Contractor agrees and acknowledges that it shall perform all of its obligations and responsibilities under this Contract at its own risk and Cost. The Contractor acknowledges and confirms that it shall be responsible for the Goods as a bailee thereof and shall accordingly fulfil its obligations in accordance with the provisions of this Contract which will include, but not limited to the following:</li> <li>ii. Nothing in this Contract confers title or interest in the, in favour of the Contractor on any of its group companies and the Contractor shall make no claim regarding title or interest in the Goods;</li> <li>iii. This Contract does not create any pledge over the Goods in favour of the Contractor or vest the Contractor with any right of lien or any other Encumbrance over Goods, thus, at all times the ownership and title in the Goods is retained with the Company;</li> <li>iv. The Contractor shall not commit any act that results in and shall not permit the modification (save as reasonably necessary for the purpose of securing the safety thereof), sale, disposal, transfer of possession of or creation of any Encumbrance over the Goods at any time during which the Contractor has possession thereof, except upon receipt of instructions from the Owner to the contrary.</li> </ol>

39.	<b><u>INTELLEC-TUAL PROPERTY</u></b>	While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.
40.	<b><u>CUSTODY AND POSSESSION OF CONTRACTOR'S EQUIPMENT</u></b>	Company hereby acknowledges that the equipment and tools ("Equipment") that are owned and utilized by Contractor to perform its service obligations under the Contract shall be at all times be, handled and manned by the Contractor. Company shall not be entitled to use/operate/possess any of the Contractor's Equipment for providing Services under the Contract. To clarify that control, custody and possession of Contractor's equipment will always be with the Contractor.

Notes:

- **HEADINGS:** The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.
- Company hereby acknowledges that the equipment and tools ("Equipment") that are owned and utilized by Contractor to perform its service obligations under the Contract shall be at all times be, handled and manned by the Contractor. Company shall not be entitled to use/operate/possess any of the Contractor's Equipment for providing Services under the Contract. To clarify that control, custody and possession of Contractor's equipment will always be with the Contractor.
- All the clauses in this tender are limited to execution of this tender only and do not carry any precedence whatsoever for any OIL's such or similar tenders in future.

### **GOODS AND SERVICES TAX:**

1. In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.  
Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.

2. “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.
3. Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
4. Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
5. Where the OIL is entitled to avail the input tax credit of GST:  
*OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.*  
*The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.*
6. Where the OIL is not entitled to avail/take the full input tax credit of GST:  
*OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.*  
The bids will be evaluated based on total price including GST.
7. Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
8. Contractor/Contractor shall be required to issue tax invoice in accordance with GST

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

9. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
10. GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
11. Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is/liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.
12. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor/ Contractor, OIL shall be entitled to recover such amount from the Contractor /Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
13. TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
14. 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.
15. It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
16. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.

17. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
18. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
19. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
20. 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.
20. 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.
21. 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.
22. 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.
23. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
24. 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.
25. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

26. OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
27. Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
28. Documentation requirement for GST

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

*Any invoice issued shall contain the following particulars:*

- a) *Name, address and GSTIN of the supplier;*
- b) *Serial number of the invoice;*
- c) *Date of issue;*
- d) *Name, address and GSTIN or UIN, if registered of the recipient;*  
 Note: OIL GSTIN numbers are as follows:  
 Assam :18AAACO2352C1ZW  
 Arunachal Pradesh :12AAACO2352C1Z8
- e) *Name and address of the recipient and the address of the delivery, along with the State and its code,*
- f) *HSN code of goods or Accounting Code of services [SAC];*
- g) *Description of goods or services;*
- h) *Quantity in case of goods and unit or Unique Quantity Code thereof;*
- i) *Total value of supply of goods or services or both;*
- j) *Taxable value of supply of goods or services or both taking into discount or abatement if any;*
- k) *Rate of tax (IGST, CGST, SGST/ UTGST, cess);*
- l) *Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);*
- m) *Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;*
- n) *Address of the delivery where the same is different from the place of supply and*
- o) *Signature or digital signature of the supplier or his authorised representative.*
- p) *GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:*
  - i) *The original copy being marked as ORIGINAL FOR RECIPIENT;*
  - ii) *The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and*
  - iii) *The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.*

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

## **29. Anti-profiteering clause**

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

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

## **31 CUSTOMS DUTY**

- 31.1 In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022. Similarly, the domestic supply of such goods would attract concessional GST on submission of Essentiality Certificate (EC) issued by DGH in terms of Gazette Notification No. No. 3/2017-Central Tax (Rate) dated 28.06.2017 (and as amended from time to time).
- 31.2 Contractor should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A alongwith their bid for issuance of requisite undertaking/certificate for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, alongwith the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter/requisite undertaking/certificate. Company shall issue the Recommendatory Letter/ requisite undertaking/certificate provided all the documents submitted by the Contractor are found in order as per contract. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provided the same are included in the Proforma-A submitted by the bidder.



- 31.3 The required certificate/undertaking for availing concessional duty will be issued by OIL only for those items which are either consumed during the execution of work or for those equipment/tools which are undertaken to be reexported by the bidder. The required certificate/undertaking will not be issued when the bidder imports the equipment/tools on acquisition basis and does not undertake to re-export the same after the completion of the contract.
- 31.4 The contractor shall be responsible to carry out all the formalities. In case of any mis-declarations or offences committed under the Customs rules and regulations and also allied rules, fine, penalty or any other charges levied by the concerned authorities on OIL shall be borne by the Contractor including the element of interest on OIL's fund blocked under such circumstances. OIL shall be indemnified by the Contractor against all actions by Govt. or any other agency for acts of commission and omission.
- 31.5 Contractor shall be responsible to import the equipment/tools for execution of the contract. The contractor shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 31.6 The equipment/tools imported by the Contractor for petroleum operations against the certificate/undertaking provided by OIL shall not be used/deployed by the Contractor for any purpose other than the jobs arising out of the contract awarded by OIL and in the event of equipment/tools being misused or put to use other than specified use, the Contractor shall be liable to pay duty, fine, penalty and other actions taken by the Customs Department and other authorities for violation of the customs rules and regulations and other allied rules.
- 31.7 OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL.
- 31.8 All costs of imports and import clearances under the contract shall be borne by the contractor and Company shall not provide any assistance in this regard.
- 31.9 However, in the event customs duty becomes leviable during the course of Contract arising out of a change in the policy of the Government, the Company shall reimburse the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actual whichever is less, on submission of documentary evidence. However, the Contractor should notify about the change in policy with documentary evidence and obtain Company's consent prior to shipment of the items. 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.

- 31.10 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help. necessary letter of authority or other relevant documents and necessary help.
- 31.11 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML/PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.
- 31.12 **DEMOBILISATION & RE-EXPORT:** The Contractor shall arrange for and execute demobilization of the entire Machinery, Tools/Equipment/ Spare/Accessories/ Manpower /consumables etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion/termination of the contract and shall include dismantling of the complete Machinery, its accessories/equipment/ consumables, including the manpower and re-export of the complete Equipment package (if re-exportable), its accessories/ equipment, 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 Equipment package, its accessories, equipment and the unused spares and consumables and chemicals, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the complete Machinery package, its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by Customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India including permission from DGH and Customs authorities, then Contractor shall be fully liable for payment of the Customs Duty.

Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract would

be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Noncompliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

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 Rig package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

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

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

- (i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- (ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- (iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of

information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

**Note:**

- (ii) Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller).
- (iii) Seller means a MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer)

**END OF SECTION-III**

### **Part-3**

#### **SECTION-IV**

##### **SCHEDULE OF RATES (SOR)**

The rates, which shall be applicable for various charges, are mentioned in Price Schedule as **Proforma-B** and the same will be guided as mentioned below. The quantities mentioned against each item are indicative only. **Payment shall be made for the actual work done.** All day rate charges shall be pro-rated to nearest hour.

**A. MOBILIZATION CHARGES TO FIRST WELL (A): CONTRACTOR'S TOOLS & EQUIPMENT WITH ALL ACCESSORIES**

- i) Mobilization charges **for Equipment** shall be payable one time on lump sum basis. Mobilization charge is inclusive of all tools, equipment, spares, consumables, accessories.
- ii) Mobilization charges for each unit will be payable only when Mobilization is completed as per **Clause 2.0 of SCC**.
- iii) 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.
- iv) OIL will provide all necessary documents as required for Custom 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.
- v) The Mobilization charge should not be more than **7.5%** of the total contract value per unit of Surface Production Facility. 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. DE-MOBILIZATION CHARGES FROM LAST WELL (B): (TOOLS & EQUIPMENT WITH ALL ACCESSORIES)**

- i) The demobilization charges shall be payable one time on lump sum basis which include all charges towards demobilization of all contractor's equipment/tools upon completion of the assignment of works under this contract to the satisfaction of Company.
- ii) OIL shall give **10 (ten) days' notice** to contractor to commence demobilization. No charge whatsoever will be payable from the date of notice to demobilize.

- iii) 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.
- iv) 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.
- v) The contractor has to provide documentary evidence of re-exporting all the items exported under EC against this contract for payment of final demobilization.
- vi) The De-Mobilization charge should not be less than **0.75%** of the total contract value per unit of Surface Production Facility.

**C. MOBILIZATION CHARGES FOR PERSONNEL (INITIAL or INTERIM) (C):**

- i) The competent personnel to carry out assigned activity shall be mobilized by Contractor on “Call out” basis. The “Call-out” notice to Contractor will be issued by Company on **each assignment at least 5 days in advance except the initial mob.**
- ii) Mobilization Charges of Personnel shall be payable to the Contractor after the completion of Mobilization of Personnel for each job. The Contractor shall mobilize the personnel on receipt of Call Out notice from the Company.
- iii) Mobilization Charges shall cover all costs of Contractor including but not limited to **travel expenses, in-transit accommodation charges, personal insurance etc.** for Contractor’s Personnel to reach the Company’s designated Site on receipt of the mobilization notice from Company.
- iv) The Mobilization charge should not be less than **0.10%** of the total contract value per unit of Surface Production Facility.

**D. DE-MOBILIZATION CHARGES FOR PERSONNEL (INTERIM or FINAL) (D):**

- i) Demobilization Charges of personnel shall be payable to the Contractor after the departure of Contractor’s personnel from any well Site on receipt of demobilization notice from Company Representative.

**NOTE:** The Company retains the right to “**mobilize & demobilize (interim or final)**” Contractor’s personnel “**to and from**” any location/well site depending upon operational requirement. Also, the Company retains right to **remobilize** the personnel to any drilling/workover location at any time during the course of the Contract depending upon operational requirement. Thus, Contractor is required to fulfil their obligation on Mobilization/Demobilization (initial, interim or final) of personnel upon receipt of appropriate notice from the Company.

- ii) The De-Mobilization charge for the personnel should not be less than **0.10%** of the total contract value per unit of Surface Production Facility.

**E. DAILY RENTAL CHARGES FOR SURFACE PRODUCTION FACILITY EQUIPMENT & TOOLS (E):**

The Daily Rental Charge for Equipment shall be applicable under the following conditions:

Daily rental charges will be payable after commencement of the contract, when contractor's equipment is **defect free** and **ready to undertake operation**. The charges will be considered on day rate basis for a day of 24 hours (From 06.00 Hrs to 06.00 Hrs. next day).

- i) If there is any **equipment not available** in operating condition Daily Rental Charge for that particular period will not be paid.
- ii) If there is **shut down** of the equipment or under maintenance beyond 2 hours during operation then “**zero rate**” will be applicable and penalty for that period will be applicable as per Clause No. 23 of SCC, for the period till the equipment's are brought back into operation.
- iii) Daily rental charges shall be payable during **ILM activity for maximum 10 days**, thereafter, “**zero rate**” with penalty shall be applicable as per Clause No. 23 of SCC, section- III for the period till start of operation.

Note: The contractor may be provided 01 day (24 hours) time in a calendar month to carry out necessary maintenance/repairing job. Contractor shall take prior permission from the Company's Representative for availing schedule maintenance and shall be planned ahead to avoid any well down time. Cumulative servicing period cannot be brought forward to the next month(s). During the allowed mutually agreed maintenance period only Daily Rental Charge for equipment will be paid and ODR-E and ODR-P will not be paid. Any unplanned maintenance activity shall be constructed as shut down and shall be dealt accordingly.

**F. OPERATING DAY RATE CHARGE FOR SURFACE PRODUCTION FACILITY EQUIPMENT & TOOLS (F):**

- i) The Operating Day Rate Charges for Surface Production Facility equipment shall be payable for the period when the equipment are set-up, pressure tested at site, ready to undertake operation with well **hooked up** and **opened to the SPF**, till suspension/completion of well production operation.
- ii) Operating Day Rate charge covers the operating charge of all the associated services as indicated in the Scope of work. Operating Day Rate charge shall cover **charges for fuel, consumables, spares, equipment maintenance, deliverables report preparation etc.**

- iii) The Operating Day Rate charge shall be payable for the period when the **equipment are in operation**. The operating Day rate Charge for equipment shall **not be less than 50%** of the Daily Rental Charges for equipment when diesel is used in the burner of indirect heater for heating produced well fluid.
- iv) The Operating Day Rate Charges will be considered on day rate basis for a day of 24 hrs. for any time in part thereof, the charges shall be computed on pro-rata basis.
- v) Operating Day Rate charge is payable in addition to the Daily Rental Charge when the equipment and manpower are in actual field operation.
- vi) If the Contractor's tool/equipment fails to perform, for any reason in the duration of operation, then **no Operating Day Rate Charges** shall become payable for the entire unit of the service until the equipment/tool is put back into operating condition or evidence by demonstration of operation in actual tests or use to the satisfaction of OIL.
- vii) When fuel gas supplied by OIL is utilized in indirect heater burner for heating of produced well fluid, then the Operating Day Rate Charges for Surface Production Facility equipment & tools shall be paid @20% of the quoted rate against this line item.

For calculation of Penalty (as per Clause No. 23 of SCC), the ODR- Equipment Rate shall be based on the type of Fuel being used for heating of well fluid in indirect heater burner.

**G. OPERATING DAY RATE CHARGES FOR PERSONNEL (G):**

- i) The Operating Day Rate charges for Personnel shall be payable for personnel with Surface Production Facility (SPF) Service for the period when the Surface Production Facility equipment are in Operation.
- ii) The Operating Day Rate charges for Personnel will be considered on day rate basis for a day of 24 hours. For any time in part thereof, the charges shall be computed on pro-rata basis.
- iii) The Operating Day Rate charges for Personnel shall **not be payable** if the Contractor's tool/equipment fails to perform, for any reason in the duration of operation until the equipment/tool is put back into operating condition.
- iv) No Operating Day Rate charges for Personnel will be payable when the unit under ILM

**There will be no other charge payable to the Contractor "Job-Wise" or "Job-Nature" wise.**



#### **H. STANDBY DAY RATE CHARGES FOR PERSONNEL (H):**

- i) Standby Day Rate charges for Contractor's personnel shall be payable for the period, the Contractor completes **Mobilization/Interim Re-mobilization** of Contractor's personnel at the designated Location till **Interim Demobilization/Demobilization** notice to Contractor's Personnel is served by Company Representative except during operations.
- ii) Standby Day Rate charges for Personnel caters to idle time against temporary halt due to operational reasons.
- iii) Standby Day Rate charges for Personnel will be payable per 24 hours a day (pro-rata basis for part thereof up to the completed full hours only) and will be applicable against temporary halt of operations not attributable to the contractor.
- iv) **No Standby Day Rate charges for Personnel** will be payable when entitled for **Operating Day Rate charges for Personnel**.
- v) **No Standby Day Rate charges** for Personnel will be payable when the unit under ILM.
- vi) The Standby Day Rate charges for Personnel shall not be payable if the Contractor's tool/equipment fails to perform, for any reason in the duration of operation until the equipment/tool is put back into operating condition.
- vii) Standby Day Rate charges for personnel shall not be more than **50% of the Operating Day Rate** charges for personnel.

#### **I. INTER-LOCATION MOVEMENT (ILM) CHARGES UPTO 30 KMS (I):**

- i) This will cover expenses incurred for rig down/unscrewing/disassembly and transfer of the Contractor's equipment from one location (after completion of a job) to the next location including rig up.
- ii) Distance between two locations is expected to be not more than 30 KM (approximately).
- iii) The ILM shall be completed within 10 days' time from the date of issuance of ILM notice and daily rental charges shall be payable for these 10 days only.
- iv) In the event of failure to complete ILM including start of operation at next location within 10 days time, zero rate will be applicable as per clause no. L of SOR.
- v) Movement to the first location will be covered under initial mobilization.

- vi) ILM Charges shall cover expenditure related to **civil jobs for flare pit setup and any other civil jobs** mentioned in “scope of work” under NOTE, Appendix-I.
- vii) The ILM charge upto 30 kms should not be less than **0.10%** of the total contract value per unit of Surface Production Facility.

**J. ADDITIONAL INTER-LOCATION MOVEMENT CHARGES BEYOND 30 KMS (J):**

This will cover expenses incurred for transfer of the Contractor's equipment from one location (after completion of a job) to the next location if the distance between two locations is more than 30 KM. The charge is on per Kilometer basis for excess kilometer-age beyond 30 Kms. This will be payable in addition to **INTER LOCATION MOVEMENT CHARGES**, if the distance between two locations is more than 30 KM.

**K. INTERIM DE-MOBILIZATION & INTERIM RE-MOBILIZATION CHARGES FOR SPF equipment (K):**

The charges are payable post completion of interim re-mobilization within stipulated time, maximum **10 days** from the date of issuance of notice when interim de-Mob & re-mob notices are issued based on the need of the services (ref. SCC Clause No. 26)

No other charges shall be applicable during the period the contract is under interim-demobilization. The Interim De-,Mobilization and Interim Re-Mobilization Charges should not be less than **0.10%** of the total contract value per unit of Surface Production Facility.

In the event of not issuing the interim re-mobilization notice within a period of 120 days from the date of interim de-mobilization, the service of SPF shall deemed to be demobilized completely.

**L. ZERO RATE (L)**

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

**M. FORCE MAJEURE (M):**

- i) Force Majeure conditions are defined in Clause No. 31.0 of "General Terms and Conditions".
- ii) Daily Rental Charge for Equipment per unit and Personnel Day Rate Charge per unit during Force Majeure shall be restricted to 50% of respective charges for the service being provided by Contractor at the time of occurrence of Force Majeure situation. This will be considered as Force Majeure Rate.

- iii) The Force Majeure Rate shall be payable during the first 15 days period of force majeure situation. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon.
- iv) No Standby Day Rate charges for Personnel will be payable during Force Majeure condition.

**END OF SECTION-IV**

**END OF PART-3**

**&&&**

**BID FORM**

**To**

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

**Sub: IFB No. CDH5071L24**

*Gentlemen,*

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

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

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

**Seal of the Bidder:**

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

**1.0** The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the IFB 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>

**Signature of Bidder:** \_\_\_\_\_

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

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

**PROFORMA-III**

**PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID  
OPENING**

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

Sir,

**SUB: IFB No. CDH5071L24**

I/We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name  
and address) as authorised to represent us during bid opening on our behalf  
with you against **IFB No. CDH5071L24**

Yours Faithfully,

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

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

**Signature of Bidder:** \_\_\_\_\_

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

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

**PROFORMA LETTER OF AUTHORITY**

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

Dear Sir,

**SUB: IFB No. CDH5071L24**

We \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ Confirm \_\_\_\_\_ that \_\_\_\_\_ Mr.

\_\_\_\_\_ (Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against **IFB No. CDH5071L24** for any commercial/Legal purpose etc.

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

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

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

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**NOTE:** This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

**BID SECURITY DECLARATION**

(to be submitted on Bidders's letter head)

To,  
Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602

**TENDER NO. CDH5071L24**

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

**Name and Signature of  
Authorized Signatory and Company Seal**



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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

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Signature of Bidder with Official Seal

**PROFORMA-VII**

**FORM OF PERFORMANCE BANK GUARANTEE**

**To:**

**M/s. Oil India Limited**

**Contracts Department**

**Duliajan, Assam - 786602**

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we ( May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of the Bank \_\_\_\_\_  
Address \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

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

**PROFORMA-VIII**

**Format of undertaking by Bidders towards submission of authentic  
information/documents**

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

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**To,  
The CGM- Contracts (HoD)  
Contracts Department,  
OIL, Duliajan**

**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 PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**PROFORMA-IX**

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

**CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

**Ref: 'Note to Financial Criteria 5.0 above'**

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

**The balance sheet/Financial Statements for the financial year  
\_\_\_\_\_ have actually not been audited as on the Original Bid  
Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

**COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_

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>Sl. No.</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: Whether Bid Security has been submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120(One Hundred Twenty) days from Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that percentage of Local Content along with Certification of Incorporation and other relevant documents required has been submitted.	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid	

	document.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19.	Confirm that you have duly filled up and submitted the Technical Evaluation Sheet for BEC/BRC	

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_

**PROFORMA-XI**

**UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE**

To,  
Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602

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

**BG issuing bank details:-**

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

**Declaration:**

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

Authorized Signature: \_\_\_\_\_

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

Vendor Code: \_\_\_\_\_

Email ID: \_\_\_\_\_

Mobile No: \_\_\_\_\_

Encl: Original bank guarantee



**PROFORMA-XII**

**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	<b>NET WORTH</b> In INR

Place:

Date:

Seal:

Membership Number:

Signature

Registration No.:

UDIN:

**PROFORMA-XIII**

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/ SUBSIDIARY COMPANY/SISTER-SUBSIDIARY/CO-SUBSIDIARY/ MEMBER OF SAME NETWORK OR MEMBER OF SAME GLOBAL FIRM (As the case may be)**

**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)**

This agreement made this \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ year by and between M/s \_\_\_\_\_ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company) hereinafter referred to as "Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (Delete whichever not applicable)" of the other part:

WHEREAS

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

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. \_\_\_\_\_ (Parent Company/Subsidiary Company (Delete whichever not applicable)) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.

3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.

4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the contract.

5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of  
(Bidder)

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

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

**PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE**

*(Delete whichever not applicable)*

**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)**  
**DEED OF GUARANTEE**

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

**WHEREAS**

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number ..... for ..... on ..... M/s ..... (mention complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number ..... to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage. The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated ..... as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company/ wholly owned **Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and

without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.

3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.

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

**Witness:**

2. Signature

Full Name

Address

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

Signature \_\_\_\_\_

Name

Designation

Common seal of the Company

**FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/COSUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY** (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in Bidder's full name, constitution and registered office address) \_\_\_\_\_ hereinafter referred to as "Bidder" of the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and M/s. \_\_\_\_\_ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Cosubsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the

contract in the event the bid is accepted and contract is awarded by OIL to the bidder.

4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.
- 8.

For and on behalf of (Bidder)	For and on behalf of (Sister Subsidiary/ Co- subsidiary)	For and on behalf of (Ultimate Parent / Holding Company)
M/s.	M/s.	M/s.
Witness	Witness	Witness
1)	1)	1)
2)	2)	2)

**Note:** In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Cosubsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE  
GUARANTEE TOWARDS FINANCIAL STANDING**  
**(Delete whichever not applicable)**

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

**DEED OF GUARANTEE**

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

WHEREAS

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

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

1. The Guarantor confirms that the Bidder is a wholly owned subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR .....(or equivalent USD ..... ) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.



5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

The Guarantor represents that:

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

For and on behalf of  
(Bidder)

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

Witness:

1.

2.

Witness:

1.

2.

**JOINT VENTURE COMPANY'S CORPORATE GUARANTEE TOWARDS  
FINANCIAL STANDING**

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

**DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... [Name of JV member with more than 50% stake] 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 \_\_\_\_\_ [Name of the incorporated Joint Venture Company] intends to bid against the said tender based on the financial strength of M/s \_\_\_\_\_ [Complete Name of JV member with more than 50% stake] and whereas M/s \_\_\_\_\_ [Complete Name of JV member with more than 50% stake] 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 it hold ..... (in percentage, should be more than 50%) stake in the M/s \_\_\_\_\_ [Name of the incorporated Joint Venture Company].
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR ..... during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is minimum INR ..... for the accounting year preceding the original bid closing date.

5. The Guarantor undertakes to provide financial support to ..... [Name (s) of other JV members] for executing the project/job, in case the same is awarded to the M/s \_\_\_\_\_ [Name of the incorporated Joint Venture Company].

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 ..... [Name of the incorporated Joint Venture Company].

(b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the contract price entered between the M/s \_\_\_\_\_ [Name of the incorporated Joint Venture Company] 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 the bidder M/s .....	For and on behalf of M/s ..... (Name of JV member with more than 50% stake)
<u>Witness:</u>  1.  2.	<u>Witness:</u>  1.  2.

**FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE  
PARENT/SUPPORTING COMPANY**

To

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

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

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

AND WHEREAS we have agreed to give the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor / **ULTIMATE PARENT/SUPPORTING COMPANY** before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way

cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_.

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

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:

(a) 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 indicating the Contract No.-----shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: 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.

(c) Further correspondence against BG towards Performance Security must contain the Contract Number.

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-  
CONTRACTING**

**(REF. CLAUSE NO. 7.6 OF FORWARDING LETTER)**

We, M/s \_\_\_\_\_ , have read the clause regarding restrictions on procurement from a country which shares a land border with India and on subcontracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**EXHIBIT-II**

**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 7.8 OF THE  
FORWARDING LETTER**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)



**EXHIBIT-III**

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

(REF. CLAUSE NO. 7.8 FORWARDING LETTER)

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

OR

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**PROFORMA 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.

Place:

Date:

Signature:

Designation:

Date:

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

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

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

**Section: 1 -Commitments of the Principal**

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

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

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

**Section: 2 -Commitments of the Bidder/Contractor**

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

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
  - (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
  - (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

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

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

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract or as mentioned in Section 9- Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

#### **Section 4 -Compensation for Damages**

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

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

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

#### **Section 5 -Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any

other Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

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

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

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

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

**Section: 7 -Criminal charges against violating Bidders/Contractors/Subcontractors** If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section: 8 -External Independent Monitor/Monitors**

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could

have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

#### **Section:9 -Pact Duration**

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

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

#### **Section:10 -Other provisions**

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

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

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

.....  
.....

For the Principal

For the Bidder/Contractor

Date :

Witness 1: .....

Place : .....

Witness 2: .....

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

**&&&**



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

**SUB: IFB No. CDH5071L24**

We, \_\_\_\_\_ (Name of the bidder) have submitted Bid No. \_\_\_\_\_  
against Tender No. \_\_\_\_\_ dated \_\_\_\_\_ .

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Notification No. FP-20013/2/2017-FP-PNG dated 17.11.2020 (or as amended from time to time). The percentage of Local Content is \_\_\_\_\_ %.

For and on behalf of \_\_\_\_\_

Authorized signatory \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Contact No. \_\_\_\_\_

**PROFORMA-A**

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

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

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

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

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

**AGREEMENT FORM**

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

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

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

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

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. \_\_\_\_\_ (being 3% of Annualized Contract value) with validity of 90 (Ninety) days beyond the contract period.

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

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

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

- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.

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.

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

**SUB: SAFETY MEASURES**

**Sub: IFB No. CDH5071L24**

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 authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

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

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

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

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

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

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the

legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.

2. The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.
3. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
4. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
5. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Act or omissions at work.
6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
7. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.
8. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.
9. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format.
10. The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT

Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

11. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
12. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
13. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empaneled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.
14. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
15. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.
16. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).

17. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
18. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
19. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
20. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O<sub>2</sub>/CO/H<sub>2</sub>S) and FLP torch light to be made available at site.
21. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
22. The Contactor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.
23. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.
24. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
25. OIL will communicate all information to the Contractor or his authorized representative only.
26. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
27. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.



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

39. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
40. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
41. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further noncompliance, the Contractor will be penalized as per the terms of the Contract.
42. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.
43. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

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

FOR & ON BEHALF OF CONTRACTOR

**PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY**  
**(to be submitted on official letter head)**

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

Sir,

**SUB: OIL's IFB No. CDH5071L24**

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

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

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having \_\_\_\_ nos. pages.

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

Thanking you,

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

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

**[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)

**DECLARATION ABOUT BIDDER'S FINANCIAL STANDING**

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

**Sub:** Undertaking/Declaration regarding financial standing

**Ref:** Tender No. **CDH5071L24**

We, \_\_\_\_\_ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

**(OR)**

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

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

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

(Name & Signature of the authorised signatory of  
the bidder)

**APPENDIX-IV**

**DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY  
LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL**

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

**Sub:** Undertaking/Declaration regarding Holiday List, debarment etc.

**Ref:** Tender No. **CDH5071L24**

We, \_\_\_\_\_ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

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

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

(Name & Signature of the authorised signatory of  
the bidder)

**APPENDIX-V**  
**TECHNICAL EVALUATION SHEET FOR BEC**

**Bidder's Name:** \_\_\_\_\_

Sl. No.	Clause No. of BEC/ BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	1.0	<b><u>BID EVALUATION CRITERIA (BEC):</u></b> 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 shall have to be particularly met by the bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.			
2	2.0	<b>The bidder must be incorporated in India and must maintain more than 20% or equal to local content (LC) for the offered services to be eligible to bid against this tender.</b>  Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of <b>Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade</b>			

		<p><b>(DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.</b></p> <p>If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities and additional Bank Guarantee submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.</p> <p>Whether <b>or not</b> the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</p> <ul style="list-style-type: none"> <li>(a) The bidder must provide the specific <b>percentage (%) of local content</b> in their bid, without which the bid is liable for rejection being non-compliant.</li> <li>(b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded [Format enclosed as Proforma-IV].</li> <li>(c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.</li> <li>(d) Bidder to submit a copy of their Certificate of Incorporation/ Registration in India.</li> </ul>			
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<b>3.0 TECHNICAL EVALUATION CRITERIA:</b>					
3	3.1	The bidder shall have experience of successful installation, commissioning, operation & maintenance of minimum <b>10,000</b> psi rated Surface Production Testing (SPT) setup/Surface Production Facility (SPF) package for well testing/production in crude oil/natural gas wells in any Upstream Oil & Gas E&P Company, for a duration of minimum 01 (One) year continuously under a single contract during the last 07 (Seven) years reckoned from the original bid closing date.			
4		<p><b><u>Notes to BEC Clause 3.1 above:</u></b></p> <p>e) All major equipment offered i.e. Emergency Shutdown Valve, Inlet Manifold, Choke Manifold, Separator, Gauge Tank &amp; Surge Tank shall not be manufactured <b>07 (Seven) years</b> prior to the Original Bid Closing Date. Bidder to categorically provide an undertaking to comply with the vintage criteria. Bidder to confirm that ownership of the equipment is in the name of the bidder by providing copies of Invoice/Purchase receipt etc.</p> <p>f) In case of brand new equipment, the bidder shall submit a scanned copy of original certificate from the OEM/supplier with Technical Specifications. Along with bidder's confirmation, a confirmation from OEM/supplier shall be submitted along with the bid clearly stating compliance to mobilization time as mentioned in Clause No. 4.0 of BEC.</p> <p>g) 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 equipment (Emergency Shutdown Valve, Inlet Manifold, Choke Manifold, Separator, Gauge Tank &amp; Surge Tank) are not manufactured <b>07 (Seven) years</b> prior to the Original Bid Closing Date, with documentary proof of ownership of</p>			

		<p>the units. The above MOU/Agreement must be valid for the period of contract and any extension thereof.</p> <p>h) In all cases, bidder shall categorically confirm that the equipment conforms to the Technical Specifications and shall meet the Technical requirements as per Scope of Work of this Tender.</p> <p>e) In support of the experience criteria of Clause No. 3.1 above, the bidder must furnish the following documentary evidences self-certified, in the form of:</p> <p style="padding-left: 40px;">iii) Contract document showing details of work, and</p> <p style="padding-left: 40px;">ii) Job Completion Certificate showing:</p> <p style="padding-left: 80px;">(a) Nature of job done and Work order no./Contract no. (b) Contract period and date of completion</p> <p style="padding-left: 120px;">or</p> <p style="padding-left: 40px;">SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <p style="padding-left: 80px;">(a) Work order no./Contract no. (b) Period of Service (c) Nature of Service</p> <p>g) Following work experience shall also be taken into consideration:</p> <p style="padding-left: 40px;">(iv) If the bidder has executed contract in which work defined under BEC Clause No. 3.1 above is also a component of the contract.</p> <p style="padding-left: 40px;">(v) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but</p>			
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		<p>completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.</p> <p>(vi) If the bidder is executing work mentioned under Clause 3.1 which is still running and the contract period executed prior to original bid closing date is equal to or more than the minimum quantum prescribed in the BEC.</p> <p>Proof of work experience against Para f. (i) and (ii) above, to satisfy a) work defined above b) minimum prescribed period c) prescribed period of 07 years, to be submitted as below:</p> <p>Bidder must submit the breakup of work mentioned under Clause 3.1, clearly specifying the relevant period of job execution, categorically specifying Contract Number and date. The breakup must be certified by the end user, or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number &amp; Firm Registration Number).</p> <p>Proof of work experience against Para f. (iii) above, to satisfy a) work defined BEC Clause No. 3.1 above b) minimum prescribed value/quantity/period c) prescribed period of 07 years, to be submitted as below:</p> <p>A. Contract document showing details of work. B. Certificate from the Client/End User clearly specifying the relevant period of job execution and value thereof.</p> <p>g. In case requisite experience is against <b><u>OIL's Contract</u></b>, the bidder need not submit requisite documentary evidence but must categorically specify OIL's Contract Number and date against which they have executed the work.</p> <p>k. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.</p>			
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		<p>1. Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume &amp; value, as stipulated respectively under Clause Nos. 3.1 shall only be treated as acceptable experience.</p> <p>Experience of work submitted as a part of sub-contracting shall not be accepted</p>			
5	3.2	<p><b><u>BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES:</u></b></p> <p>Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 of the tender, can also quote under the categories listed below in Clause Nos. 3.2.1, 3.2.2 3.2.3 &amp; 3.2.4 provided the primary bidder complies to <b>Eligibility Criteria 2.0</b> above w.r.t being incorporated in India and maintaining more than or equal to 20% local content for the offered services.</p>			
6	3.2.1	<p><b><u>FROM JOINT VENTURE COMPANY</u></b></p> <p>i. In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 1956/Companies Act 2013 and any amendment thereunder and shall comply to Clause No. 2.0 above. They should meet the technical qualification requirements as under:</p> <p>A. The JV on its own shall meet the experience criteria as per Clause No. 3.1. or B. Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Clause No. 3.1.</p> <p><b><u>Note:</u></b></p> <p>A. In case of (B) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in</p>			

		<p>the JV till the execution of the contract, if awarded.</p> <p>B. Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/subsidiary/co-subsidiary/sister subsidiary /parent/holding/affiliating/associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.</p> <p>C. Documents showing the existing shareholdings of the JV Partners must be submitted along with the bid.</p> <p>ii. <b><u>Constitution of Joint Venture:</u></b> The members of the JV should not be more than three. If after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection.</p> <p>iii. Members of the JV are not allowed to quote separately/independently/or through any other arrangement like part of any other 'JV/Subsidiary/Parent company/ Sister-subsidiary/Co-subsidiary' against this tender. All the bids received in such a case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.</p>			
7	3.2.2	<p><b><u>FROM CONSORTIUM OF COMPANIES:</u></b></p> <p>In case the Bidder is a Consortium of Companies, the following requirements must be satisfied by the Bidder:</p> <p>a. Any member of the consortium on its own shall satisfy the minimum experience requirement as per Clause No. 3.1 above and shall not rely on its consortium partners, subsidiary/parent company/co-subsidiary or through</p>			

		<p>any other arrangement like Technical Collaboration agreement for meeting the experience criteria.</p> <p>b. Consortium bids shall be submitted with a Memorandum of Understanding (MoU) among the consortium members duly executed by the Authorized Executives of the consortium members and notarized. This MoU 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. Non submission of the document viz. Memorandum of Understanding (MoU) and undertaking as elucidated above by any bidder will result in outright rejection of their bid.</p> <p>c. Only the Leader of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.</p> <p>d. The Bid Security/Performance Security shall be in the name of the Leader on behalf of the Consortium.</p> <p>e. 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</p>			
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		<p>any, amongst all the consortium members. If the leader of the consortium changes during execution of the contract (if awarded), the contract shall be liable for termination.</p> <p>f. Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.</p> <p>g. Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.</p> <p>h. In case of consortium bids, the bid shall be signed/digitally signed in line with tender stipulation 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 failing which the bid will be outrightly rejected.</p> <p>i. Documents/details pertaining to qualification of the BIDDER must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.</p> <p>j. <b><u>Constitution of Consortium:</u></b> The members of the consortium should not be more than 03 (Three). If during evaluation of bid, a consortium leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.</p> <p>k. <b><u>Signing of Contract:</u></b> In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of</p>			
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		<p>each one of them shall be jointly and severally.</p> <p>1. Members of the consortium are not allowed to quote separately/independently/or through any other arrangement like part of any other JV/Consortium against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.</p> <p>m. Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.</p> <p>n. The MOU/Agreement should be legally valid i.e., it should be on a nonjudicial stamp paper and notarized. In case of involvement of overseas bidder/consortium partner, the MOU/Agreement should be notarized/endorsed by Indian Embassy.</p>			
8	3.2.3	<p><b><u>SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</u></b></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 3.1 above can also be considered, provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who meets the requisite experience criteria or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company] who meets the requisite experience criteria. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement.</p>			



		<p>In case of bidder who is a 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 (Supporting Company) for successful execution of the contract, the participating bidder should enclose an Parent/Subsidiary Agreement (Proforma-XIII) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (Proforma-XIV) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.</p>			
9	3.2.4	<p><b><u>SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY:</u></b></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 above can also be considered based on the experience criteria of their sister-subsubsidiary/co-subsubsidiary company [supporting company] within the ultimate parent/holding company subject to meeting of the following conditions:</p> <p>(i) Provided that the sister-subsubsidiary/co-subsubsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate/ holding parent company. Documentary evidence to this effect to be submitted along with the technical bid.</p> <p>(ii) Provided that the sister subsidiary/co-subsubsidiary company on its own meets the experience criteria stipulated in Clause 3.1 above and not through any other arrangement like Technical Collaboration agreement.</p> <p>(iii) Provided that with a view to ensure commitment and involvement of the ultimate</p>			

		parent/holding company for successful execution of the contract, the participating bidder must submit an agreement as per format furnished vide Proforma-XV, between them & their ultimate parent/holding company, along with the technical bid.			
10		<p><b>Note:</b> In case of situations mentioned in Clause No. 3.2.3 or 3.2.4 above, the following conditions should be complied:</p> <ol style="list-style-type: none"> <li>i. Undertaking should be submitted by the Supporting Company to provide additional Performance Security (as per format and instructions enclosed as Proforma-XVIII) 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 Supporting Company do not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to 'sum of performance security amount required to be submitted by the bidder and additional performance security amount required to be submitted by the supporting company'. In such case bidding company shall furnish an undertaking that their Supporting Company is not having any Permanent Establishment in India in terms of Income Tax Act of India.</li> <li>ii. Undertaking from the supporting company shall be submitted to the effect that, in addition to invoking the performance security submitted by the contractor, the additional performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</li> <li>iii. A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.</li> </ol> <p>The above certificate should not be more than 30 days old as on the original bid closing date.</p>			

		The supporting company shall not be allowed to submit their separate/ independent bid against the tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected.			
11	<b>3.3</b>	Bidders quoting under the categories as mentioned under Clause Nos. 3.2.1, 3.2.2, 3.2.3 and 3.2.4 above should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per <b>PROFORMA-XIX</b> in this respect to be submitted as part of technical bid.			
12	<b>4.0</b>	<p><b><u>Mobilization Time:</u></b></p> <p>Mobilization of Surface Production Facility shall have to be carried out by contractor unit wise upon issuance of Mobilization Notice separately for each unit. Company may at its discretion issue Mobilization Notice to mobilize all 02 (Two) units simultaneously.</p> <p>The mobilization of equipment along with accessories and personnel against each facility unit shall be completed by Contractor within 90 (Ninety) days from the date of issuance of Mobilization Notice for each unit. Mobilization shall be deemed to be completed after inspection of unit(s) advised to be mobilized including related equipment, accessories, and manpower at nominated site(s)/Contractor's Base camp and when the contractor is ready to undertake operation(s) in all respect, to the satisfaction of OIL's inspection team. In case mobilization inspection is completed in Base camp, Contractor shall mobilize the unit(s) to a designated site as advised by OIL.</p> <p>The bidders shall provide a declaration confirming compliance to said clause in their "Technical" bid.</p>			

		Offers without confirmation of stipulated mobilization time or with mobilization time more than 90 (Ninety) days shall be summarily rejected.			
<b>5.0 FINANCIAL EVALUATION CRITERIA:</b>					
13	<b>5.1</b>	<p>The bidder shall have an <b>annual financial turnover from Operation</b> of minimum <b>3.66 Crore</b> in any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date as per the Audited Annual Reports.</p> <p>[Annual Financial Turnover from operations shall mean: “Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year” as per the Companies Act, 2013 Section 2 (91).]</p>			
14	<b>5.2</b>	<p>Net worth of the bidder must be Positive for the financial/accounting year preceding the original bid closing date.</p> <p>Note: Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".</p>			
15	<b>5.3</b>	<p>In case the bidder is a subsidiary company (should be a 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 documents need to be submitted along with the technical bid in support of the following:</p> <p>(i) Annual Financial Turnover of the supporting company shall be as per clause no. 5.1 above.</p>			

		<p>(ii) Net worth of the supporting company should be positive for the accounting year preceding the original bid closing date as per Clause 5.2 above.</p> <p>(iii) <b>Corporate Guarantee</b> (as per format enclosed as Proforma-XVI) on parent/ ultimate parent/ holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them.</p> <p>(iv) A certificate from the statutory Auditor of the bidding company as well as of the parent/ ultimate/ holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.</p> <p>The above certificate should not be more than 30 days old as on the original bid closing date.</p>			
16	5.4	<p>se the bidder is a Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, then documents need to be submitted along with the technical bid in support of the following:</p> <p>(i) Annual Financial Turnover from operation of the member having more than 50% stake in the JV during any of preceding 03 (Three) financial/accounting years from the original bid closing date shall be as per Clause 5.1 above.</p> <p>(ii) Net worth of the member having more than 50% stake in the JV (supporting company) should be positive for the financial/accounting year preceding the original bid closing date.</p>			

		<p>(iii) <b>Corporate Guarantee</b> (as per format enclosed as Proforma-XVII) on the letter head of the member having more than 50% stake in the JV signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them, and</p> <p>(iv) A certificate from the statutory Auditor of the bidding company as well as of the supporting company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.</p> <p>The above certificate should not be more than 30 days old as on the original bid closing date.</p> <p>Further, an undertaking from the Joint Venture partner (based on whose financial strength bidder is bidding) shall be submitted along with the techno commercial bid stating that they shall maintain more than 50% shareholding in the JV till the execution of the contract.</p>			
17	5.5	<p>bid is from a <b>Consortium of Companies:</b></p> <p>(i) Annual Financial Turnover from Operation:</p> <p>(a) Any one of the Consortium members should meet the Annual Financial Turnover from Operation Criteria (BEC Clause 5.1).</p> <p style="text-align: center;">AND</p> <p>(b) Each of the Other members of the Consortium should meet 50% of the Annual Financial Turnover from Operation Criteria (BEC Clause 5.1).</p>			

		<p>(ii) Net Worth: Each of the consortium partners should meet the Net Worth Criteria (BEC Clause 5.2).</p> <p><u>Note:</u> Borrowing support by the consortium members from their respective parent/ supporting company to meet the financial evaluation criteria shall not be allowed.</p>			
18		<p><b><u>Note to Financial Clause No. 5.0 above:</u></b></p> <p>(a) For proof of Annual Turnover &amp; Net worth any one of the following documents/photocopies must be submitted along with the bid:</p> <p>(iii) Audited Balance Sheet along with Profit &amp; Loss account.</p> <p style="text-align: center;">OR</p> <p>(iv) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in <b>PROFORMA-XII</b>.</p> <p><u>Note:</u></p> <p>i. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.</p> <p>ii. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit &amp; Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit &amp; Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance</p>			

		<p>Sheet and Profit &amp; Loss Account is signed) for conversion to INR.</p> <p>(b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per format enclosed as Proforma-IX.</p> <p>(c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p>(d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para (a) and (b) above.</p> <p>(e) Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual Turnover and Net worth as mentioned in Clause Nos. 5.1 &amp; 5.2.</p> <p><b>NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.</b></p>			
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<b>6.0 COMMERCIAL EVALUATION CRITERIA:</b>					
19	<b>6.1</b>	shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in <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 prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.			
20	<b>6.2</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.			
21	<b>6.3</b>	Bids should be valid for a period of <b>120</b> days. Bids with shorter validity shall be rejected as being non-responsive.			
22	<b>6.4</b>	Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Security Declaration” (PROFORMA-V) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.			
23	<b>6.5</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.			
24	<b>6.6</b>	Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.			
25	<b>6.7</b>	The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited			

		bids will not be considered and will be straightway rejected.			
26	<b>6.8</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.			
27	<b>6.9</b>	Any Bid containing false statement will be rejected.			
28	<b>6.10</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.			
29	<b>6.11</b>	Bidders shall quote directly and not through their Agent/ Representative/ Retainer/Associate.			
30	<b>6.12</b>	<p>Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:</p> <ul style="list-style-type: none"> <li>(i) Firm price</li> <li>(ii) Bid Security/EMD</li> <li>(iii) Period of validity of Bid</li> <li>(iv) Price Schedule</li> <li>(v) Performance Bank Guarantee/Security deposit</li> <li>(vi) Mobilization Schedule</li> <li>(vii) Scope of work</li> <li>(viii) Guarantee of material/work</li> <li>(ix) Liquidated Damages clause</li> <li>(x) Tax liabilities</li> <li>(xi) Arbitration/Resolution of Dispute Clause</li> <li>(xii) Force Majeure</li> <li>(xiii) Applicable Laws</li> <li>(xiv) Specifications</li> <li>(xv) Integrity Pact</li> </ul>			

31	<b>6.13</b>	Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Further neither the Bidders nor any of any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.			
<b>7.0 PRICE BID EVALUATION CRITERIA:</b>					
32		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:			
33	<b>7.1</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.			
34	<b>7.2</b>	The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.			
35	<b>7.3</b>	The bidders must quote their 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> .			
36	<b>7.4</b>	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.			

37	<b>7.5</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>Price Bid Format</b> as per 'Proforma-B'.			
38	<b>7.6</b>	Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).			
39	<b>7.7</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.			
40	<b>7.8</b>	Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.  When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.			
41	<b>7.9</b>	Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.			
42	<b>7.10</b>	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.			
<b>8.0 GENERAL:</b>					
43	<b>8.1</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.			
44	<b>8.2</b>	To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses 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.			
45	<b>8.3</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.			
<b>9.0 PURCHASE PREFERENCE CLAUSE:</b>					
46	<b>9.1</b>	<b>PURCHASE PREFERENCE TO MSE BIDDERS:</b> Purchase Preference to Micro and Small Enterprises is applicable for this tender.			
47	<b>9.1.1</b>	Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience/ JV bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister Subsidiary/Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister-Subsidiary/CoSubsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is/are also a MSE(s). In that case of Consortium, all the members of the Consortium including the leader of the Consortium should be the eligible MSE(s) in order to avail the benefits. In case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE.			
48	<b>9.1.2</b>	<b>Documentation required to be submitted by MSEs:</b> Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. <b>CG-DL-E-26062020-220191 dated 26.06.2020</b> and Amendment vide Gazette			

		<p>Notification no. <b>CG-DL-E-16062021-227649</b> dated <b>16.06.2021</b> and No. <b>CG-DLE-19012022-232763</b> dated <b>19.01.2022</b> and <b>CG-DL-E-06052022-235600</b> dated <b>06.05.2022</b> (and as amended time to time) issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.</p> <p>The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.</p> <p><b>Note:</b> In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.</p>			
49	9.2	<p><b><u>PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):</u></b> Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. <b>P-45021/2/2017-PP (BE-II)</b> dated <b>16th September 2020</b> (and as amended time to time) with modifications as notified vide MoPNG Order No. <b>FP-20013/2/2017-FP-PNG-Part (4) (E-41432)</b> dated <b>26th April 2022</b>, shall be applicable in this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly.</p>			
50	9.3	<p><b><u>CONCURRENT APPLICATION FO PUBLIC PROCUREMENT POLICY:</u></b> Single contract shall be awarded for the entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.</p> <p><b><u>Notes:</u></b></p>			

		<p>(i) The 'Total Price' shall be matched with that of the L1 bidder by reducing the rates proportionately or otherwise against the line items where their rates/prices are higher than that of the L1 bidder.</p> <p>(ii) Services under this tender is not splittable.</p>			
51	10.0	<b><u>VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD PARTY INSPECTION AGENCIES:</u></b>			
52	11.0	<p><b>CUSTOMS DUTY:</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 the Notification are subject to levy of concessional rate of customs duty subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.</p> <p>Similarly, the domestic supply of such goods would attract concessional GST on submission of EC in terms of Gazette Notification No. No. 3/2017- Central Tax (Rate) dated 28.06.2017 (and as amended from time to time).</p> <p>Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/ concession of Customs Duty against</p>			

		<p>import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.</p> <p>Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.</p> <p>Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the Proforma-A submitted by the bidder.</p> <p><b>Note:</b> The aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.</p>			
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53	12.0	<p><b><u>DOCUMENT AUTHENTICITY UNDERTAKING:</u></b> Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents/ certificates information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract besides taking action as per OIL's Banning Policy, available in the OIL's website. Accordingly, service provider /vendor to submit the Undertaking of authenticity of information/documents submitted as format enclosed as Proforma-VIII.</p>			
54	13.0	<p><b><u>LAND BORDER SHARING:</u></b> Bidders should submit an Undertaking that, their bid is compliant to Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.</p>			
55	14.0	<p><b><u>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>			