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Report Name: Hiring of BHP services along with Equipment and personnel for Exploratory Wells

Generated By: Swarup Majumder , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 11/03/2022

Valid till: 10/04/2022

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 of BHP services along with Equipment and personnel for Exploratory Wells

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

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.

(FORWARDING LETTER)

NOTICE INVITING TENDERS

NATIONAL COMPETITIVE BIDDING

Subject: IFB No. CBI9871P22 for Hiring of BHP services along with Equipment and personnel for Exploratory Wells in Odisha for a period of 2(two) years, with a provision for extension by 1(one) year at the same rates, terms and conditions for ODISHA MAHANADI ONSHORE BLOCKS MN-ONHP-2018/1/2/3/4/5.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)’s Project office located at Bhubaneswar is presently entrusted to coordinate activities related to exploration and production of oil and natural gas from the Mahanadi on land basins in India. The Project Office of OIL at Bhubaneswar is well connected by road, rail and air.

2.0 In connection with its operations in Odisha, OIL invites National Competitive Bids (NCB) from competent and experienced contractors through OIL’s e-procurement site for ‘**Hiring of BHP services along with Equipment and personnel for Exploratory Wells in Odisha for a period of 2(two) years, with a provision for extension by 1(one) year at the same rates, terms and conditions for ODISHA MAHANADI ONSHORE BLOCKS MN-ONHP-2018/1/2/3/4/5**’. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. Interested and eligible contractors are invited to submit their most competitive bids on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For ready reference of prospective bidders, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

a)	IFB No. /E-Tender No.	:	CBI9871P22
b)	Type of Bidding	:	Online Indigenous e-Tender: Single Stage-Two Bid System
c)	Tender Fee	:	Not Applicable
d)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
e)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
f)	Price Bid Opening Date & Time	:	Will be intimated to the eligible/qualified Bidders nearer the time.

g)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
h)	Bid Opening Place	:	Office of Chief General Manager (HSE & Admin) , OIL INDIA LIMITED Bay Exploration Project IDCO Towers (3rd Floor) Janpath, Bhubaneswar-751022
i)	Bid Validity	:	120 (One Hundred Twenty) days from Bid Closing date.
j)	Mobilization Time	:	a) Tools & Equipment: Within 60 days from the date of Mobilization notice issued by the Company. b) Personnel: Within 7 (Seven) days from the date of Mobilization notice issued by the Company. c) Interim Re-Mobilization of Tool & Equipment: Within 15 (Fifteen) days from the date of Mobilization notice issued by the Company.
k)	Bid Security Amount	:	Not applicable
l)	Bid Security Validity	:	Not applicable
m)	Amount of Performance Security	:	3% of annualized total Contract value
n)	Validity of Performance Security	:	Up to 03 (Three) months from date of completion of Contract.
o)	Location of job	:	Contract Areas in onshore part of Mahanadi Basin viz: Blocks MN-ONHP-2018/1, MN-ONHP-2018/2, MN-ONHP-2018/3, MN-ONHP-2018/4 & MN-ONHP-2018/5.
p)	Duration of the Contract	:	The contract shall be valid for a period of 02 (Two) years from the Date of Commencement of the Contract, with a provision for extension by 01 (One) year at the same rates, terms and conditions.
q)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer Clause No. 30.0 of Part-III, Section-I (General Conditions of Contract).
r)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
s)	Bids to be addressed to	:	Chief General Manager (HSE & Admin) , OIL INDIA LIMITED Bay Exploration Project IDCO Towers (3rd Floor) Janpath, Bhubaneswar-751022

3.0 Integrity Pact: The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e., who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit

the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who signs the Bid.

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

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

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

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

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

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

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

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

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

5.0 IMPORTANT NOTES:

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

i) BACKING OUT BY BIDDER: In case any bidder withdraws their bid within the bid validity period, 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 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-K** 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.

v) Bid should be submitted online in OIL's E-procurement site up to 01.00 PM (IST)(Server Time) on the date as mentioned and will be opened on the same day at 3.00 PM(IST) at the office of the GM-HSE&A in presence of the authorized representatives of the bidders.

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

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

RFX Response Number 60037504 RFX Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA

RFX Response Version Number Active Version RFX Version Number 1

Basic Data Questions Technical Attachments Notes and Attachments Conditions Summary Tracking

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

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

▼ Notes

Clear

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

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

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

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

Notes:

*The “Technical Bid” shall contain all techno-commercial details **except the prices**.

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

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

The screenshot shows the 'Create RFx Response' interface. At the top, there are buttons: [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 Proce, RFx Owner BHARALI, and Total Value 0.00 INR. The 'RFx Information' tab is active, showing sub-tabs: Basic Data, Questions, and Technical Attachme. Under 'Event Parameters', the 'Currency' dropdown is set to 'Indian Rupee'. The 'Detailed Price Information' dropdown is set to 'No Price'. The 'Terms of Payment' field has a checkbox. The 'Total Bid Value' field is highlighted in yellow. Three callouts provide instructions: 1. 'Bidder to select the currency of the Response' points to the 'Currency' dropdown. 2. '"Total Bid Value" is mandatory in "No' points to the 'Detailed Price Information' dropdown. 3. '"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.

6.0 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:

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

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

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

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

6.4.4 Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

6.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

6.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.

6.7 Validity of registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during Contract execution.

7.0 OIL now looks forward to active participation of service providers in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(SWARUP MAJUMDER)
Sr. Manager-C&P
For Chief General Manager (C&P)

Date: 21.03.2022

PART-I

INSTRUCTIONS TO BIDDERS (ITB)

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.

It is advisable that the bidder should carry out reconnaissance survey of the area for proper understanding and appreciation of its environmental and logistic issues before bidding.

A. 1.0 Eligibility of the bidder:

1.1 The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC), PART-II 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-I).
- c) Bid Evaluation Criteria, (Part-II).
- d) General Conditions of Contract, (Part-III, Section-I).
- e) Terms of Reference/Technical Specification (Part-III, Section-II).
- f) Special Conditions of Contract, (Part-III, Section-III).
- g) Schedule of Rates, (Part-III, Section-IV).
- h) List of Items to be imported in connection with execution of the contract showing CIF Value (Proforma-A).
- i) Price Schedule Format, (Proforma-B).
- j) Statement of Non-Compliance, (Proforma-C).
- k) Performance Security Form (Proforma-D).
- l) Sample Contract Form (Proforma-E).
- m) Proforma of Letter of Authority (Proforma-F).
- n) Authorisation for Attending Bid Opening (Proforma-G).
- o) Financial Turnover & Net worth Certificate (Proforma -H).
- p) Safety Measures (Proforma – I).
- q) Integrity Pact (Proforma-J).
- r) Undertaking of authenticity of information/documents submitted (Proforma-K).
- s) Certificate of Compliance of Financial Criteria (Proforma-L).
- t) Bid Security Declaration (Proforma-M)
- u) Bid Form (Proforma-N)
- v) Other Annexures, Appendices, Exhibits & Checklists.

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 favor 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 authorized 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 Declaration as per Proforma-M.
- d) Copy of Bid-Form **without** indicating prices in Proforma-N.
- e) Statement of Non-compliance as per Proforma-C.
- f) Proforma-A: List of items to be imported **without** the CIF values.
- g) Copy of Priced Bid **without** indicating prices (Proforma-B).
- h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-J attached with the bid document to be digitally signed by the bidder's Authorized 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-N.
- c) Proforma-A showing the items to be imported with the CIF values.

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

6.0 Bid Form:

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

7.0 Bid Price:

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

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

7.3 All duties (except basic customs duty on imported items for whose exemption necessary recommendations letter shall be issued by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Entry Tax (if applicable) 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:

Bidders shall submit their bid only in **Indian Rupees** and they will be paid in Indian Rupees only.

9.0 Documents establishing bidder's eligibility and qualifications:

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

10.0 Bid Security: Not Applicable, however bidders shall submit along with their bid a signed "Bid Security Declaration" (Proforma-M).

11.0 DELETED

12.0 PERIOD OF VALIDITY OF BIDS:

12.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. 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 Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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

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

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

13.1.2. The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per Proforma-F) 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 initiated 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:

i) 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 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 Chief General Manager- HSE&A, Oil India Limited, IDCO Tower (3rd Floor), Janpath, Bhubaneswar, Odisha – 751022 on or before 12.45 Hrs. (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Power of Attorney for signing of the bid digitally.
- c) Any other document required to be submitted in original as per bid document requirement.

ii) 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-C 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 DELETED

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 debarment of bidder 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-G) 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, and such other details as the Company may consider appropriate.

19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e., document is deficient or missing), or due to some statement at other place of the Bid (i.e., reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits

in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

19.7A 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.

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.

27.0 Performance security:

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

28.0 Signing of Contract

28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

28.2 The successful Bidder shall sign and date the Contract and return it to the Company after receipt of LOA. Till the Contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

28.3 In the event of failure on the part of the successful Bidder to sign the Contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the 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-J of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e., who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact have 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.

31.1.1 In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.

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

- a. Shri Sutanu Behuria, IAS (Retd.); Ex-Secretary, Dept. of Heavy Industry, Ministry of Heavy Industries & Public Enterprises,
E-mail: sutanu2911@gmail.com
- b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture;
E-Mail: rudhra.gangadharan@gmail.com
- c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh,
E-mail: Ops2020@rediffmail.com

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 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.

32.0 Local conditions:

A. 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.

B. 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 Site Visit:

The Bidders, at their own cost, responsibility and risk are encouraged to visit and examine the site of work and its surroundings to understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work.

The Contractor shall be deemed prior to submitting their Bid to have:

- a)** Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b)** Satisfied itself as to the nature of the work and materials necessary for the execution of the works;
- c)** Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the site;
- d)** Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e)** Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f)** Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document;
- g)** Ascertained the general labor position at the Site and have understood the cost associated with engagement of the labor.

******* (END OF PART-I) *******

Part-II

BID EVALUATION CRITERIA(BEC)

1.0 VITAL CRITERIA FOR BID ACCEPTANCE:

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bidders are advised not to take any exception/deviation to the Bid Documents. Exceptions/Deviations, if any, should be brought out prior to the Bid Closing Date of this tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard. Still, if any exceptions/deviations are maintained in the bid, such conditional /nonconforming bids shall not be considered, but shall be rejected outright.

1.1 GENERAL CONFORMITY:

Bids will be rejected in case the tools, equipment and services offered do not confirm to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

1.2 ELIGIBILITY CRITERIA:

Only the Companies/Firms incorporated in India and which maintain more than 20% local content for the offered services are eligible to participate.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG and any amendment thereof shall be applicable. If such local content is not maintained during execution of Contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.

Note: A copy of Certificate of Incorporation must be provided along with the Bid. Also, bidder must mention the percentage of local content in their technical bid along with requisite certificates (self-declaration & certificate of statutory auditors, CA etc.) as per provision of PPLC notified by MoPNG as mentioned above.

A) TECHNICAL EVALUATION CRITERIA:

Bidder should meet the following minimum criteria:

1.0 Experience of Bidder:

1.1 The Bidder should have the following minimum experience against the quoted package as on original Bid Closing date.

The bidder shall have experience of executing in-house "Bulk Handling Plant Services" to E&P companies during the last 7 (seven) years to be reckoned from original bid closing date for 01(One) completed work costing not less than **Rs. 91.40 Lakhs**.

1.2 As documentary evidence(s) in support of the clause 1.1 above, bidders shall have to submit copies of the following documentary evidences to substantiate their experience:

a) Documentary evidence(s) in the form of relevant pages of the contract(s) executed showing detailed address(es) of client(s), scope of work and work order(s) along with completion certificate(s)/payment certificate(s) issued by the client(s) or any other document(s) which supports the corporate experience in providing "Bulk Handling Plant Services" to E&P Companies will have to be submitted.

NOTE:

(i) Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the bidder. OIL may contact the clients/operators under intimation/copy to the respective bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time, then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with his client(s) and arrange for the confirmation as desired by OIL.

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

1.4 Vintage of Equipment: The Surface Equipment should not be older than 10 (Ten) years to be reckoned from original bid closing date and OEM's certificate to this effect should be provided.

1.5 The successful bidder is required to submit the report on NDT and pneumatic pressure testing of the BHP accessories by a reputed Certifying Agency prior to commencement of operation. The bidder should give an undertaking to this along-with their Technical Bid.

1.6 The bidder is required to provide various equipment in BHP as per specific quantity and specific capacity described under "Terms of Reference & Technical Specification".

1.7 (a) The bidder should deploy competent personnel (BHP Operator & Compressor Operator / Mechanic), as required for above services, having minimum 5 (five) years' experience in their own field of operation to be reckoned from original bid closing date.

(b) The bidder shall also submit the bio-data of personnel proposed to be deployed for services mentioned above (as per attached format vide Annexure-I).

1.8 DOCUMENTS

Bidders must furnish documentary evidences with the specific chapters, separated by dividers, in the same order as set out here below (a) to (h) in support of fulfilling all the requirements.

- a) Vintage certificate of the offered equipment as per Clause 1.4 above.
- b) Details of bidder's Health, Safety and Environmental Policy and Programme together with HSE Management System. HSE considerations on site and throughout the requirement are part of Contractor's responsibility and Contractor must have proven methods for managing risks associated with its own scope of services and all interfaces with others. These methods must be clearly indicated.
- c) Resume of key personnel to be involved in the services.

- d) Undertaking to submit inspection reports as per Clause 1.5 above.

1.9 Mobilization Period:

Bidder must confirm unconditional acceptance to the mobilization schedule for tools/equipment/consumables and personnel as under in their technical bid. Offers indicating mobilization time more than the scheduled days from the date of issuance of mobilization notice will be rejected.

a) Tools/Equipment/Consumables (duly inspected & accepted) within 60(Sixty) days from the date of Mobilization notice issued by the Company. Offers indicating mobilization time more than 60(Sixty) days from the date of issuance of notice for the service will be rejected.

b) Personnel within 7(Seven) days from the date of Mobilization notice issued by the Company. Offers indicating mobilization time more than 7(Seven) days from the date of issuance of notice for the service will be rejected.

c) Interim Remobilization of Tools/Equipment/Consumables (duly inspected & accepted) within 15(Fifteen) days of Mobilization notice issued by the Company. Offers indicating Interim Remobilization time more than 15 (Fifteen) days from the date of issuance of notice for the service will be rejected.

Bidders are advised to indicate the best mobilization schedule in their bid.

1.10 The bidders must have established Health, safety, Security and Environment management system with sound track record.

B. FINANCIAL EVALUATION CRITERIA

1.0 Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least **INR 54.83 Lakhs**.

2.0 "Net Worth" of the bidder should be positive for the preceding financial/ accounting year.

3.0 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03 (Three) financial/accounting years should be submitted along with the technical bid.

Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the Bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the Bidder has to submit an affidavit/undertaking (Proforma-L) certifying that 'the balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited so far'.

Notes:

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

(i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Proforma-H.

OR

(ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign Vendor/ Contractor/ Service Provider, self-attested/digitally signed printed published accounts are also acceptable.

(b) In case the Bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, Bidder to provide documentary evidence for the same.

C. COMMERCIAL EVALUATION CRITERIA:

1.0 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 RFx Response" Tab and Priced Bid as per Proforma-B uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.

2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.

3.0 Bids with shorter validity (i.e., less than 120 days from the scheduled bid closing date) will be rejected as being non-responsive.

4.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e., who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

5.0 Bids submitted after the Bid Closing Date and Time will be rejected.

6.0 Bidders shall bear, within the quoted rates, the corporate tax as applicable on the income from the contract and the personal tax as applicable in respect of their personnel & Sub-contractor's personnel, arising out of execution of the contract.

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

8.0 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.

9.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.

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

11.0 Any Bid containing false statement will be rejected.

12.0Bidders shall quote directly and not through their Agent/ Representative / Retainer / Associate in India.

13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” i.e., **PROFORMA-B** otherwise the Bid will be summarily rejected.

14.0Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.

- a) Bid Security Clause.
- b) Performance Guarantee Clause.
- c) Force Majeure Clause.
- d) Tax Liabilities Clause.
- e) Arbitration Clause.
- f) Acceptance of Jurisdiction and Applicable Law.
- g) Liquidated damage and penalty clause.
- h) Safety, Environment & Labour Law.
- i) Termination Clause.
- j) Integrity Pact.

16.0 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India[except copies of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ through OIL’s e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.

17.0Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Security Declaration” (Proforma-M) 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 to submit a performance security before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two year shall be automatic without conducting any enquiry.

D. GENERAL EVALUATION CRITERIA:

1.0 To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received in “ONE GO” on or before the deadline given by the Company, failing which the offer will be summarily rejected.

2.0 If any of the clauses in the BRC contradict with other clauses of tender document elsewhere, then the clauses in the BRC shall prevail.

3.0 Customs Duty:

In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017 and its Amendment Vide Notification No. 02/2022-Customs dated 1.2.2022, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (Basic Customs Duty Nil & IGST @5%) subject to conditions specified therein

(Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

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

E. PRICE EVALUATION CRITERIA:

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

1.0 The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under Section-IV and the summarized price schedule format vide enclosed Proforma-B.

2.0 The quantities shown against each item in the "Price Bid Format i.e., in Proforma-B" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the bidder will be paid on the basis of the actual number of days/parameters, as the case may be.

3.0 Bidders to note the following:

(i) The Mobilization Charges of the TOOLS/EQUIPMENT/CONSUMABLES WITH ALL ACCESSORIES should not exceed 2.5% of the total quoted value in the Price Bid. However, the Mobilization charges if quoted in excess of 2.5% of the total quoted value in the Price Bid, the excess amount shall be paid at the end of the Contract.

(ii) The De-Mobilization Charges of the TOOLS/EQUIPMENT/CONSUMABLES WITH ALL ACCESSORIES should not be less than 1% of the total quoted value in the Price Bid. However, the De-mobilization charges if quoted in deficit or less than 1% of the total quoted value in the Price Bid, the differential amount will be kept on hold from the 1st invoice onwards and the same will be paid at the end of the Contract along with Demobilization charges.

4.0 Price Bid will be evaluated as per PROFORMA – B. In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.

4.1 To ascertain the inter-se-ranking, 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). Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall 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 shall be binding on the bidder. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.

5.0 PURCHASE PREFERENCE TO MICRO AND SMALL BIDDERS:

5.1 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, Amendments vide Gazette Notification no. CG-DL-E-160-62021-227649 dated 16.06.2021 & No. CG-DL-E-19012022-

232763 dtd. 19.01.2022 issued by Ministry of Micro, Small and Medium Enterprises. The existing enterprises registered under EM-Part-II or UAM till 30.06.2020 shall continue to be valid only for period up to the 31.03.2022.

5.1 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE.

5.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

5.3 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs: The Bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits applicable to MSEs:

a) Udyam Registration Number with Udyam Registration Certificate.

Or

b) Proof of registration with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhaar registration or registration with any other body specified by Ministry of MSME.

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

5.4 Provisions such as seeking support from another company by way of technical collaboration, submission of JV/ consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of technical collaborators will be eligible for the benefits reserved for MSEs (i.e., exemption from payment of EMD and purchase preference). However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs (i.e., exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In that case, all the members of the Consortium including the leader of the Consortium should be eligible MSEs. Further, 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 unit.

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

Purchase preference policy linked with Local Content (PP-LC) - notified vide letter no. FP-20013/2/2017-FPPNG dated 17th November, 2020 of MoPNG and FP-20013/2/2017-FP-PNG-Part (1) (E-36682) dated 23rd February, 2022 shall be applicable in this tender. [Copy of the notification no. FP-20013/2/2017-FPPNG dated 17th November, 2020 is available at <http://petroleum.nic.in/sites/default/files/PPLC.pdf>]. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on Purchase preference. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

6.1 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP20013/2/2017-FP-

PNG dated 17th November 2020 and FP-20013/2/2017-FP-PNG-Part (1) (E-36682) dated 23rd February, 2022 or subsequent amendments, if any.

6.2 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.

6.3 Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.

6.4 In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.

6.5 In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.

~~~ (End of Part -II) ~~~



## **PART-III**

### **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 Willful 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 on 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 Mobilisation time of contract:** The mobilization of Equipment & Tools, accessories, consumables and personnel, as specified in this Contract, should be completed by Contractor within the time period as specified in 'Terms of Reference/Technical Specifications'. Separate mobilization notification shall be issued for Equipment & Tools, accessories, consumables and the Personnel respectively. Mobilization shall be deemed to be completed when Contractor's items (Equipment & Tools, accessories and consumables) are placed at the nominated location in readiness to commence Work as envisaged under the Contract and duly certified by the Company's representative.

### **4.3 Date of Commencement of Operation:**

The date on which the mobilization is completed in all respects will be treated as date of commencement of Contract. The Commencement Date of the Contract will be reckoned from the day mobilization is completed as defined under Clause No. 4.2 above.

### **4.4 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:

- i)** Overall supervision, co-ordination and Project Management at site
- ii)** Proper and optimum utilization of equipment and services.
- iii)** Monitoring of performance and progress
- iv)** Commenting / countersigning on reports made by the Contractor's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v)** He shall have the authority, but not obligation at all times and any time to inspect / test / examine / verify any equipment machinery, instruments, tools, materials, personnel, procedures

and reports etc. directly or indirectly pertaining to the execution of the work. However, this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the Contractor.

vi) Each and every document emerging from site in support of any claim by the Contractor has to have the countersignature / comments of the OIL's representative / engineer without which no claim shall be entertained by the OIL.

## **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 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-D 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:

a) Any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic Contractor / service provider.

OR

b) Any scheduled bank in India or from international bank which has its branch in India registered with Reserve Bank of India, in case of foreign Contractor / service provider.

OR

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

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

**10.2** 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.

**10.3** 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.

**10.4** 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.

**10.5** The Performance Security shall be denominated in the currency of the Contract.

**10.6** 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.

**10.7** 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 performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance / un-satisfactory performance.

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

**10.9**Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

# Subject to credit in OIL's account within prescribed time

\* The validity of Bank Draft / Cashier's / Banker's Cheque (as applicable) should not be less than **03 (three) 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 intime.

**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) Act1972".**



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

thereunder.

**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 therefrom.

**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 therefrom.

**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 Willful 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 (if any) 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 their monthly invoice to Company within 15 days for settlement of dues to the Contractor.

**27.7** Contractor will submit 03 (three) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the Company for processing payment. Separate invoices for the charges payable under the Contract shall be submitted by the Contractor for foreign currency and Indian currency.

**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, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in clause 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 up to 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 TENDERSONLY):**

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 Company:

(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>).

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

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

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

- 1) The furnished information is correct to the best of his knowledge.
- 2) In case any discrepancies or irregularities is / are noticed in this undertaking, then OIL is free to inform the PF / ESIC Authorities.
- 3) Before the completion of Contract, Contractor shall serve one-month notice to all his

contractual workers, informing that their services will be terminated.

4) Within one month on completion / expiry of the Contract, Contractor shall pay all the dues / terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which Contractor's Bank Guarantee / Security Deposit may be withheld by OIL.

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

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

### **30.0 TIMELY MOBILIZATION 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, cyclone, flood, volcanic activity etc.; war (declared / undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the Contractor's Personnel; fires, explosions, ionizing 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 unauthorized 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 Cuttack (the Place where the Contract is executed) and Principal Bench of Odisha High Court (the High Court under whose territorial jurisdiction, the place of execution of Contract falls).

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

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

- a) The Mines Act 1952.
- b) The Oil Mines Regulations, 1984.
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- f) The Employees' Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

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

### **35.0 LABOUR LAWS:**

i) Contractor shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, Company's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications / amendment thereof or any other law relating thereto and rules made there

under from time to time.

**ii)** No Labour below the age of eighteen [18] years shall be employed on the work.

**iii)** Contractor shall not pay less than what is provided under law to labourers engaged by him on the work.

**iv)** Contractor shall at his expense comply with all labour laws and keep the Company indemnified in respect thereof.

**v)** Contractor shall pay equal wages for men and women in accordance with applicable Labour laws.

**vi)** If the Contractor is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e., office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee / deposit shall be borne by the Contractor.

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

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

**ix)** Contractor shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. Contractor shall also submit on the 4<sup>th</sup> & 19<sup>th</sup> of every month to Engineer in Charge a true statement showing in respect of the 2<sup>nd</sup> half of the preceding month & the 1<sup>st</sup> 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-fulfilment 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 any time 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 on-going Contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of on-going 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:

| <b>Claim amount<br/>(Excluding claim for interest and<br/>counter claim, if any)</b> | <b>Number of<br/>Arbitrator</b> | <b>Appointing Authority</b>                                                                                                              |
|--------------------------------------------------------------------------------------|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Up to Rs. 25.00 Lakh                                                                 | Not applicable                  | Not applicable                                                                                                                           |
| Above Rs. 25.00 Lakh<br>Up to Rs. 25 Crore                                           | Sole Arbitrator                 | OIL                                                                                                                                      |
| Above Rs. 25 Crore                                                                   | 3 Arbitrators                   | One Arbitrator by each party and<br>the 3 <sup>rd</sup> Arbitrator, who shall be<br>the presiding Arbitrator, by the<br>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 pendent-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 03 (three) months from the date of constitution of the OEC with a provision of extension of one month, 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 of 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 – III) \*\*\*\***

## **PART-III**

### **SECTION-II**

#### **TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS/ SCOPE OF WORK**

##### **A. PREAMBLE:**

OIL INDIA LIMITED (OIL), an integrated National E&P Company, has been carrying out exploration & development activities for oil & gas, since the early fifties. It is also engaged in production & transportation of crude oil & natural gas, as well as, production of LPG. OIL has major share of its E&P activities in Assam & Arunachal Pradesh, besides activities in rest of India and abroad.

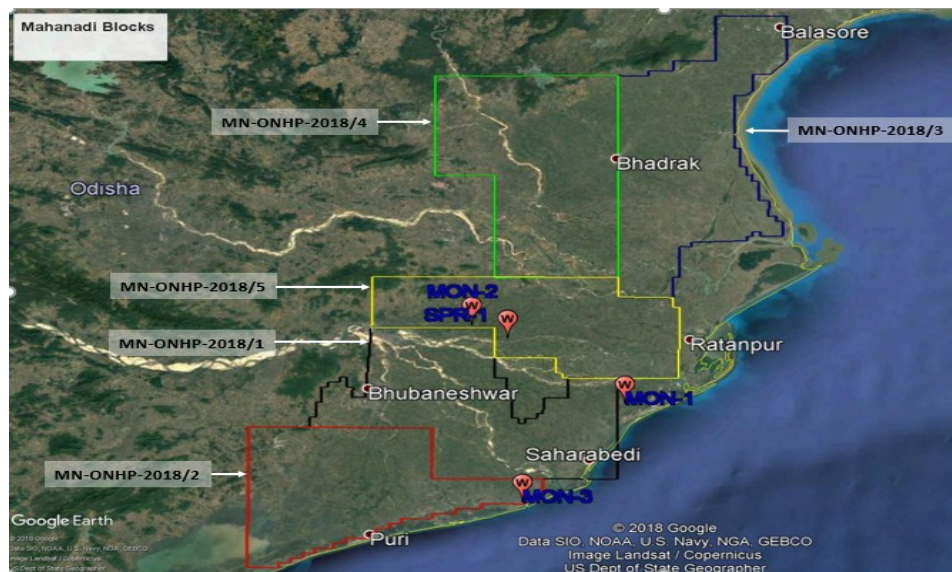
Under OALP Bid Rounds II & III, Oil India Limited has entered into a Revenue Sharing Contract with the Government of India for drilling 20 (twenty) numbers of drilling wells at Mahanadi Basin in Odisha for exploration of Oil and Gas. The contract areas are identified as Blocks MN-ONHP-2018/1, MN-ONHP-2018/2, MN-ONHP-2018/3, MN-ONHP-2018/4 and MN-ONHP-2018/5. As such OIL intends to Hire expert services with Bulk Handling Plant (BHP) and Compressor including Tools / Equipment / Spares / manpower etc. for handling Cement and Barytes in exploratory wells under Bay Exploration Project, Odisha for a period of 02 (Two) years with a provision for extension by 1(One) year at same rates, terms and conditions.

##### **1.1 DRILLING PROGRAM:**

The program includes drilling and Production testing of Exploratory wells. All wells are designated as exploratory wells. The maximum TVD is 4000 m. Depths of the wells may somewhat increase or decrease at the discretion of the company.

##### **1.2 BLOCK AREA**

The Blocks MN-ONHP-2018/1 to MN-ONHP-2018/5 of 14108.55 Sq. Km area have been awarded by the Ministry of Petroleum & Natural Gas (MOP&NG), Govt. of India, under OALP Bid Rounds II and III to Oil India Limited (OIL), A Govt. of India Enterprise (with 100% stake as the Operator) for the Blocks, for carrying out extensive & expeditious exploration for Petroleum & Natural Gas in the region.



### 1.3 PROPOSED CASING PROGRAM (subject to change)

| Casing      |       |          | Hole Size(inches) | Shoe Depth(meters) |             |             |             |
|-------------|-------|----------|-------------------|--------------------|-------------|-------------|-------------|
| Size (Inch) | Grade | Wt.(ppf) |                   | Type Well-1        | Type Well-2 | Type Well-3 | Type Well-4 |
| 20          | K-55  | 94       | 26                | X                  | X           | X           | 325         |
| 13. 3/8     | N-80  | 68       | 17.½              | 325                | 325         | 325         | 1800        |
| 9. 5/8      | N-80  | 47       | 12. 1/4           | 800                | 1200        | 1500        | 3300        |
| 7           | N-80  | 29       | 8. 1/2            | 2000               | 2500        | 3500        | 4500        |
| 5. 1/2      | N-80  | 20       | 8. 1/2            | 2000               | 2500        | 3500        | 4500        |

### 1.4 Mud System:

Mud design is proposed to be water based as per below table:

| Hole size (Inch) | Estimate mud density section TD (PPG) | Tentative Mud System                                      |
|------------------|---------------------------------------|-----------------------------------------------------------|
| 20               | ALAP                                  | Water based Mud                                           |
| 17 ½             | 8.5 – 9.5                             | Lightly treated WBM                                       |
| 12 1/4           | 9 – 10                                | K <sub>2</sub> SO <sub>4</sub> – KOH – PHPA-Polymer WBM   |
| 8 1/2            | 9.5 – 11                              | K <sub>2</sub> SO <sub>4</sub> – KOH –Glycol- Polymer WBM |

### 1.5 Brief on Geology:

Mahanadi Basin is a poly-history basin. The oldest sediments in the basin include the Permo-Triassic sediments (Lower Gondwana), deposited in continental grabens of the Gondwanaland. The Gondwana Basin was partly superimposed with next phase of basin development and sedimentation at the end of Jurassic. Earlier workers in the area revealed that the basement comprises of granites, granite gneisses, amphibolite, schists etc. Surface exposures of Gondwana sediments are present in patches in the on-land part of the basin.

The basin extends into the Bay of Bengal and most of the basinal area is covered by Quaternary alluvium. Along the east coast, horst and graben features along the pre-existing weak zones trending in NE-SW direction developed. The initial deposition in these grabens was generally of non-marine sediments. With the rifting of the basin, marine sedimentation started and subsequently, change in course of older rivers led to development of delta system in an open marine condition. The rift phase ended with lava flow called Rajmahal Trap. The 85° East Ridge is bounded by a large fault with throw towards the western side and a gentle slope towards eastern side. Subsequent to rifting and the volcanism during Early Cretaceous period, the Mahanadi shelf received poorly differentiated sand/silt as Late Cretaceous continental deposits. During Paleocene period, the south western part of Mahanadi shelf experienced deltaic sedimentation sourced from Eastern Ghats and Central Indian Cratons. Deltaic to pro-deltaic clastics are interbedded with shelf carbonates suggesting frequent retro gradation.



During Eocene period, the Mahanadi shelf became clastic starved hence mainly limestone with interbedded clastics were deposited. This sequence is marked by pronounced shelf and slope break grading into basinal shales. The Paleocene-Eocene sedimentation was restricted mainly to the offshore basin and in the southern and eastern parts of Mahanadi on-land part. Oligocene is conspicuous as a period of non-deposition/erosion in the major part of Mahanadi Basin especially in the shallow water and on-land part of the basin. However, beyond the Eocene shelf-edge, Oligocene is wedged out against Eocene hinge. Miocene was a period of regional subsidence and marine transgression both in offshore and onshore Mahanadi Basin. During Early Miocene to Middle Miocene, the overall basin appears to have been tilted, with the west experiencing uplift and the east undergoing subsidence. The uplift in the west also led to a renewed influx of clastics into the basin and pro-grading deltaic sediments built out over the tectonically altered Miocene section.

This progradation has continued to present day, with the present-day shelf edge approaching the position of Eocene shelf edge. The generalised stratigraphy for the Onland Mahanadi Basin shown in the Figure-3 has been reconstructed with all the available well data and the Lower Gondwana stratigraphy has been reconstructed from the outcrop data of the Talchir Basin. The generalized stratigraphy of the shallow offshore part of the Mahanadi Basin is constructed using information from the drilled wells.

#### 1.6 Generalized Stratigraphy/Lithology:

#### 1.7 Lithology Prognosis:

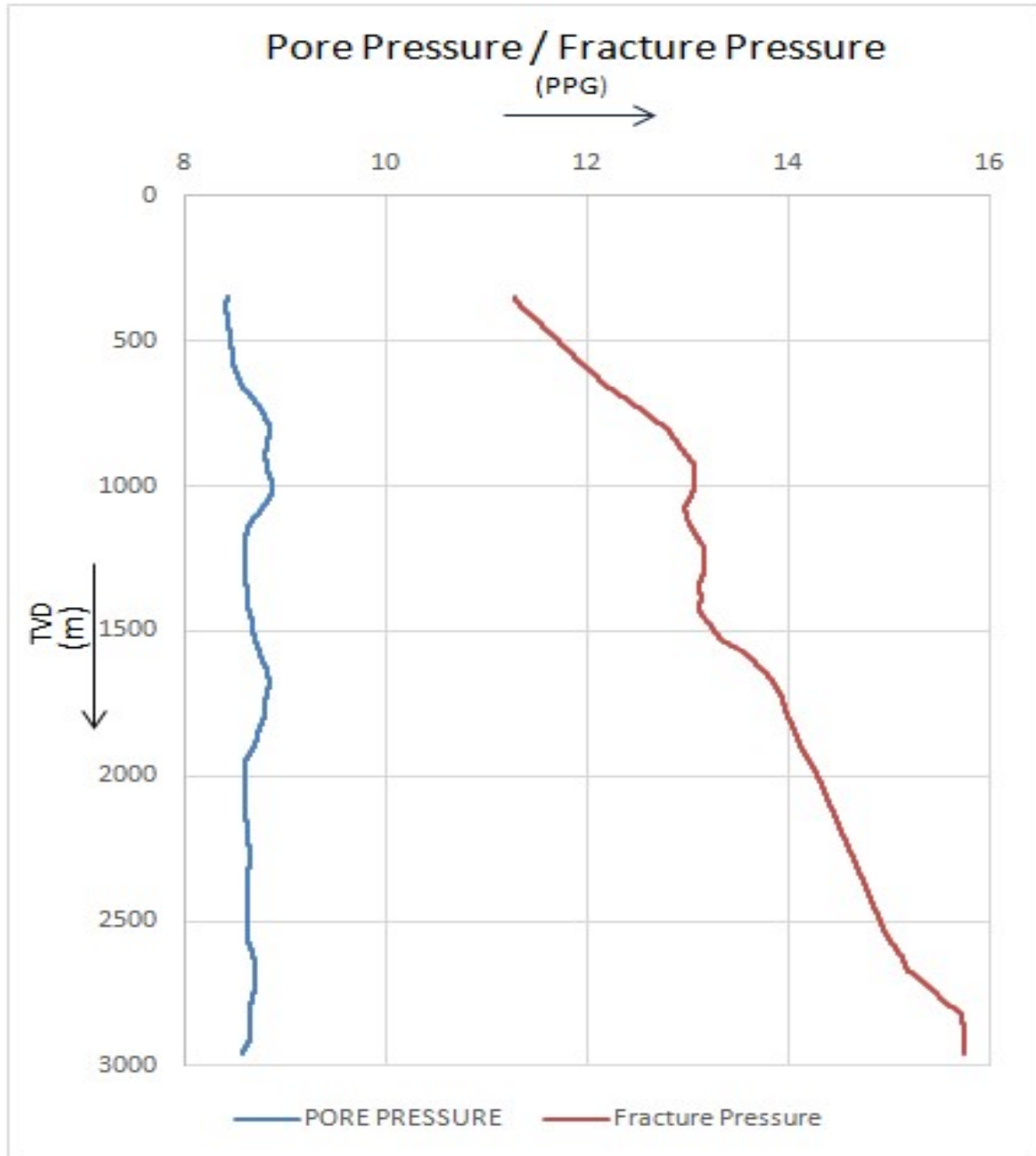
##### Well-1 & 2:

| ERA       | PERIOD                  | EPOCH                   | AGE (Ma)   | GENERAL LITHOLOGY | ROCK UNITS                          |             |            |         |
|-----------|-------------------------|-------------------------|------------|-------------------|-------------------------------------|-------------|------------|---------|
| CENOZOIC  | QUATERNARY              | HOLOCENE                | 1.8        | Quaternary        | Baripada Sandstone                  |             |            |         |
|           |                         | PLEISTOCENE             |            | Quaternary        |                                     |             |            |         |
|           | NEOGENE                 | PLIOCENE                | 5.3        | Quaternary        |                                     |             |            |         |
|           |                         | MIOCENE                 | 23.7       | Quaternary        |                                     |             |            |         |
|           | PALEOGENE               | OLIGOCENE               | 33.7       | Quaternary        |                                     |             |            |         |
|           |                         | EOCENE                  | 99         | Quaternary        |                                     |             |            |         |
| PALEOCENE |                         | Quaternary              |            |                   |                                     |             |            |         |
| MESOZOIC  | CRETACEOUS              | EARLY                   | 144        | Quaternary        | Athgarh Sandstone<br>Rajmahal Traps |             |            |         |
|           |                         |                         |            | Quaternary        |                                     |             |            |         |
|           |                         |                         |            | Quaternary        |                                     |             |            |         |
|           |                         |                         |            | Quaternary        |                                     |             |            |         |
|           |                         |                         |            | Quaternary        |                                     |             |            |         |
|           |                         |                         |            | Quaternary        |                                     |             |            |         |
| JURASSIC  | LATE<br>MIDDLE<br>EARLY | 206                     | Quaternary |                   |                                     |             |            |         |
|           |                         |                         |            | TRIASSIC          | LATE<br>MIDDLE<br>EARLY             | 248         | Quaternary |         |
|           |                         |                         |            |                   |                                     |             |            | PERMIAN |
| PALEOZOIC | PERMIAN                 | LATE<br>MIDDLE<br>EARLY | 543        |                   |                                     |             |            |         |
|           |                         |                         |            | PRE CAMBRIAN      | PROTEROZOIC                         | Metamorphic |            |         |

Generalised stratigraphy for the On-land Mahanadi Basin



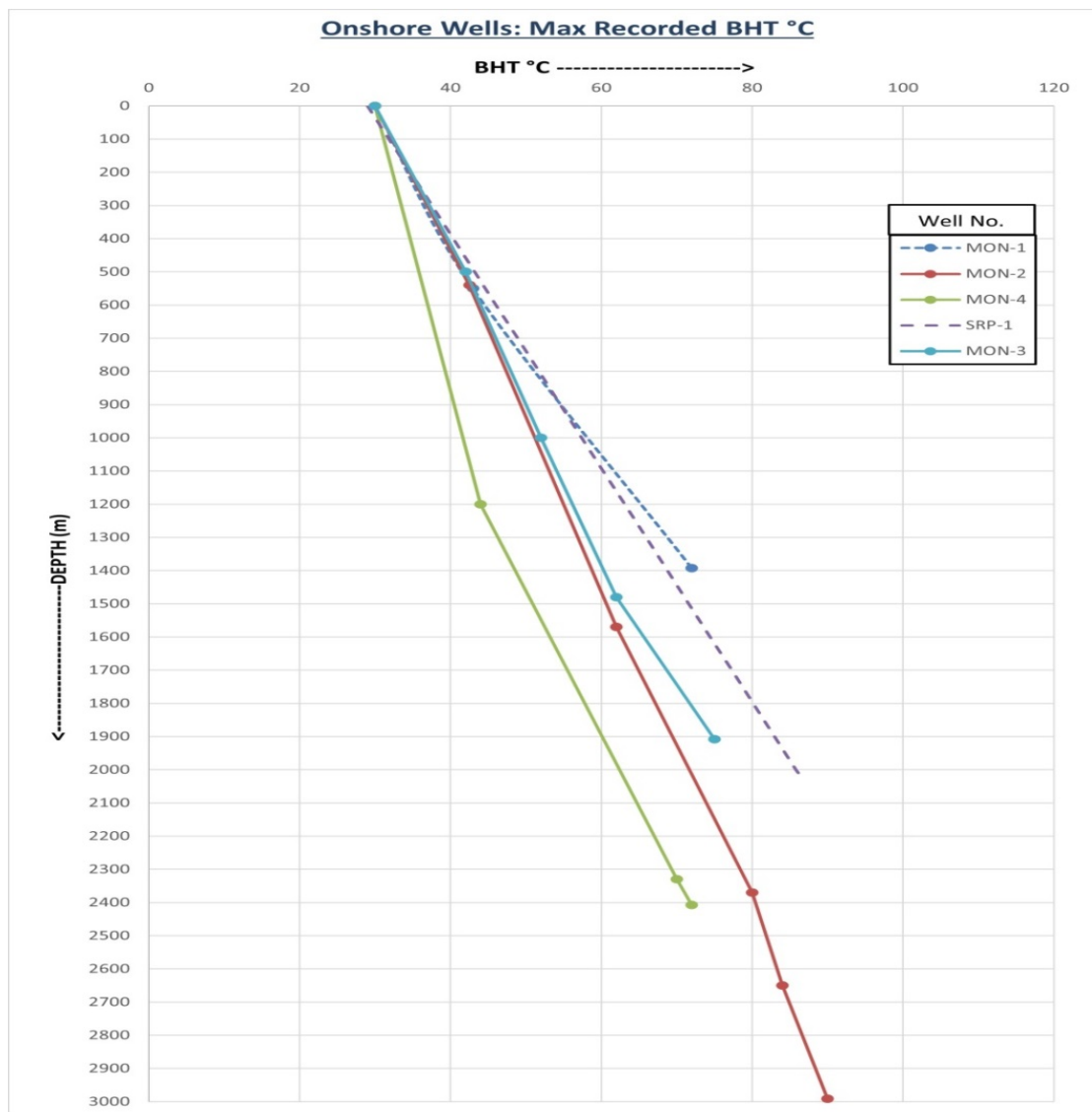
### 1.8 Anticipated Pressure Profile:



**Figure (a):** Average Pore pressure and fractured gradient in Mahanadi Onshore wells.

#Pore pressure observed in previous wells drilled in Mahanadi onshore is near hydrostatic. Average pore pressure calculated from available data of Well MON-1, MON-2, MON-3 and SPR-1 is shown in **Figure: (a)**.

## 1.9 Anticipated Temperature Profile:



**Figure-(b):** Temperature profile in Mahanadi Onshore offset wells  
#Maximum BHT recorded in well MON#2 is 90°C at 2991.1m

## 1.10 Anticipated Well Hazards:

No downhole complications viz., tight hole, held up or inflow, were observed in offset onshore wells. However, partial mud loss was observed in well MON-2 whereas in well MON-4, static loss at a rate of 60 bbl. /hr. was observed at 854 m.

In shallow offshore well MND-1, held up was observed at oil string drilling stage @ 2629 m. Mud loss was also observed in offshore well MND-1 at shallow depths and while drilling through unconsolidated conglomerates, fractured limestone and volcanic formations. Mud loss

was also observed in shallow offshore well MND-3. However, precautions should be observed for mud losses in depth ranges of 900-1800 m and from 2200-3000 m or TD.

**1.11 1st WELL LOCATION:** The first designated drilling location is Loc #OPUC in the village Keutunga under Astarang Tehsil of Puri District, Odisha, India. The Inter locations well distance are 50 KM (approx.) from each other and distance from Bhubaneswar Airport/Railway Station/Bus Stop to 1st well is 100KM (approx.) All tools/ equipment/ accessories/consumables shall be mobilized to first designated location #OPUC. The equipment will be installed and made operational for carrying out assigned jobs. Entire set-up will be dismantled at the first well at the end of operation there. Inter location movement (ILM) of tools / equipment / accessories from first location to subsequent locations shall be the responsibility of the Contractor. The Contractor to demobilize all tools/equipment/accessories after completion of all jobs at the last location on receipt of Demobilization notice from the Company.

### **1.12SCOPE OF WORK:**

i) OIL intends to Hire expert services with Bulk Handling Plant (BHP) and Compressor including Tools / Equipment / Spares / manpower etc. for handling Cement and Barytes in exploratory wells under Bay Exploration Project, Odisha for a period of 02(Two) years. The Contractor shall provide their service as detailed below.

ii) The scope of work involves details of services to be performed by the Contractor, details of Tools / Equipment & personnel to be provided by the Contractor. However, 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 services as desired by the Company as and when required in line with the contractual terms.

iii) This section establishes the scope of work to be performed by Contractor and describes references, specifications, instructions, standards and other documents, the specifications for any materials, tools or equipment, which Contractor shall satisfy or adhere to in the performance of the work.

The scope of work indicated below includes but is not limited to the following:

- To store/ stack Cement bags in Godown (at well-site).
- To arrange cutting cement bags and screening cement.
- To blend cement with additives as per Slurry Design in cutting pod / blender.
- To transfer blended cement/ neat cement into storage silo through pneumatic means at BHP.
- To deliver blended cement/ neat cement from well site Storage Silos to Cementing Unit/ Batch Mixer/ surge tank through pneumatic means.
- To run Compressor as per operational requirement.
- To store / stack Barite Bags at well site.
- To store Barite in the Storage Silo through pneumatic means.
- To deliver Barite from the Storage Silo to Barite Hopper in Mud Tank System through pneumatic means.
- To maintain and service all equipment belonging to Contractor and thus to avoid downtime.
- Any other job normally required to be performed by Bulk Handling Plant & Compressor.

- Any other jobs generally connected with such services or bringing-in a well to health shall be provided by the Contractor when called upon to do so including supply of extra items/equipment (on mutually agreed terms & conditions).
- To carry out mobilization of tool/equipment/consumables/personnel to designated drilling location in time.
- To carry out installation & commissioning of required facility in drilling location.
- The Contractor shall be solely responsible for executing Inter-Location Movement that covers shifting of all tools / equipment / consumables / Accessories/ personnel deployed by the Contractor to the next well Site as designated by the Company.
- To dismantle and commission the BHP with accessories at the forward location during inter location move with own arrangement. Only Crane service will be provided by oil or rig services for loading and unloading purpose.
- To carry out dismantling of Contractor's facility from the final drilling location upon serving of Demobilization notice by company.
- To carry out any other related job (associated with drilling operation) as decided by Company.

### **1.13 MAINTENANCE OF BULK HANDLING PLANT:**

To carry out all periodic, predictive, preventive maintenance work as required for smooth running of the Bulk Handling Plants thereby ensuring "no break-down" during actual operation. The required maintenance work is described but not limited to under noted activity:

- To inspect filter pads of all the silos and surge tanks for accumulation of cement, any other foreign materials on the exposed surface and arrange to clean these pads periodically either with brushes or through compressed air agitation.
- To clean the charge, discharge and vent lines of the silos and surge tanks and remove any hardened cement, barites etc. by blowing compressed air.
- Cleaning and disposal of waste accumulation at the plant premises as and when required (but not less than once in every 7 days) to maintain a clean working environment.
- To arrange removal of condensed water, moisture in all silos, surge tanks and maintain the system clean and dry.
- To check and grease all valves, butterfly valves, flange bolts, threads, etc. in the system as necessary and also check manhole gaskets and victaulic joint gaskets and all pipe fittings (including connections) for leakage.
- To arrange dismantling section by section, the charge / discharge / vent lines and aeration lines, cleaning them thoroughly and reassembling thereafter as and when necessary.
- Disposal of all used cement and barite bags and other waste materials in a safe and environmentally acceptable way (compliant to SPCB norms) is the sole responsibility of the Contractor.

**Note:**

**A.** In order to provide the above services, the Contractor shall mobilize their personnel / experts to the designated location on receipt of mobilization notice from Company. The personnel / experts will be required to liaise with the Company Representative on a regular basis to collect relevant data as the well operation progress. The Contractor's personnel based at well site shall be required to plan and execute the above activities as per any assignment given to them by Company Representative.

**B.** Before Commencement of providing any service, the contractor will look at the drilling rig set up being used by the Company and its tools / equipment including mud handling system and solid control equipment and other facilities etc. so that they can make a realistic assessment about the Company's infrastructure facilities which may be utilized during execution of any job.

**1.14 EQUIPMENT:** The Contractor shall provide all essential components mentioned below but not limited to the following for making the units fully responsive to Company's requirements:

**FOR REGULAR BASIS REQUIREMENT**

| Sl. No. | Description of equipment                                                                                                                                                             | Barite BHP at well site                           | Cement BHP at well site                           |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
| 1       | Storage silo                                                                                                                                                                         | 1000/1500 cft. x2                                 | 3x1500 cft capacity (minimum)                     |
| 2       | Cutting pod with platform                                                                                                                                                            | 50 cft-2 nos                                      | 50 cft-2 nos                                      |
| 3       | Air Compressor                                                                                                                                                                       | 1 no<br>Compressor should be of adequate capacity | 1 no<br>Compressor should be of adequate capacity |
| 4       | Weight Blender                                                                                                                                                                       | -                                                 | 500 cft x 1                                       |
| 5       | Surge Tank                                                                                                                                                                           | 100 cft x2 nos.                                   | 100 cft – 1 no                                    |
| 6       | Dust Collector                                                                                                                                                                       | 1                                                 | 1                                                 |
| 7       | Air Dryer                                                                                                                                                                            | -                                                 | 1                                                 |
| 8       | Standard accessories including screening unit, interconnecting lines, pipes, hoses, valves/fittings, connections, rock catcher etc. as required at the above designated plant/sites. |                                                   |                                                   |
| 9       | Contractor is required to maintain adequate spares & consumables for providing uninterrupted service.                                                                                |                                                   |                                                   |

**FOR CALLOUT BASIS REQUIREMENT**

| Sl. No. | Description of equipment | Barite BHP at well site | Cement BHP at well site       |
|---------|--------------------------|-------------------------|-------------------------------|
| 1       | Storage silo             | 1000/1500 cft. x2       | 3x1500 cft capacity (minimum) |

|   |                                                                                                                                                                                      |                                                      |                                                       |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------|
| 2 | Cutting pod with platform                                                                                                                                                            | 50 cft-2 nos.                                        | 50 cft-2 nos.                                         |
| 3 | Air Compressor                                                                                                                                                                       | 1 no<br>Compressor should be of<br>adequate capacity | 1 no.<br>Compressor should be<br>of adequate capacity |
| 4 | Weight Blender                                                                                                                                                                       | -                                                    | 500 cft x 1                                           |
| 5 | Surge Tank                                                                                                                                                                           | 100 cft x2 nos.                                      | 100 cft – 1 no.                                       |
| 6 | Dust Collector                                                                                                                                                                       | 1                                                    | 1                                                     |
| 7 | Air Dryer                                                                                                                                                                            | -                                                    | 1                                                     |
| 8 | Standard accessories including screening unit, interconnecting lines, pipes, hoses, valves/fittings, connections, rock catcher etc. as required at the above designated plant/sites. |                                                      |                                                       |
| 9 | Contractor is required to maintain adequate spares & consumables for providing uninterrupted service.                                                                                |                                                      |                                                       |

**Note:**

**A.** The Contractor shall maintain adequate stock of spares proactively to operate the equipment through the committed work program.

**B.** The Contractor is required to provide documentary proof in the techno-commercial bid covering literature of all major equipment showing all specifications listed in this “Terms of Reference” and schematic diagram showing each component.

**C.** The Contractor is required to provide a complete lay out/ schematic diagram of BHP clearly identifying each and every component.

**1.15 VINTAGE OF EQUIPMENT:**

The age of the Surface equipment supplied by the Contractor should not be more than 10 (ten) years old as on Techno-commercial bid closing date counted from the date of its manufacturing. The Contractor must furnish certificates/ documents from OEM in this regard in support, along with the techno-commercial bid.

**1.16 INSTALLATION / DISMANTLING:**

**a)** BHP comprising of all accessories including Compressor as described above will be mobilized to designated first well site at village Keutunga under Astarang Tehsil of Puri District, Odisha, India. The unit will be installed and made operational for handling cement/barytes.

**b)** NDT and pneumatic pressure testing of the BHP and well site accessories by a third-party certifying agency prior to commencement of operation and submission of report are mandatory. Non-submission results as incomplete mobilization.

### **1.17 INSTALLATION & COMMISSIONING TIME:**

The Contractor is required to complete installation & commissioning of BHP and make the units fully functional in drilling location within 7 (seven) days on receipt of instruction from the Company as per clause No 2.0 under General Conditions of Contract under this contract. Mobilization, installation & commissioning will be deemed to be completed subject to submission of the above test certificates for both REGULAR BASIS AND CALLOUT BASIS Equipment and Manpower separately.

### **1.18 DETAILS OF PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:**

The Contractor will deploy competent, experienced and trained personnel under following category. The BHP Operator & Compressor Operator/ Mechanic shall have minimum 5 (five) years of experience in running BHP for handling Cement & Barite and other associated jobs as per Company's scope of work on continuous 24 hours basis at well site.

#### **FOR REGULAR BASIS REQUIREMENT**

| Sl. No. | Personnel Requirement             | Cement BHP at site | Baryte BHP at Site |
|---------|-----------------------------------|--------------------|--------------------|
| 1       | BHP Operator                      | 1 No               |                    |
| 2       | Compressor operator/ mechanic     | 1 No               |                    |
| 3       | Work personnel (4 nos. per shift) | 8 Nos.             |                    |

#### **FOR CALLOUT BASIS REQUIREMENT**

| Sl. No. | Personnel Requirement             | Cement BHP at site | Baryte BHP at Site |
|---------|-----------------------------------|--------------------|--------------------|
| 1       | BHP Operator                      | 1 No               |                    |
| 2       | Compressor operator/ mechanic     | 1 No               |                    |
| 3       | Work personnel (4 nos. per shift) | 8 Nos.             |                    |

#### **Note:**

a) The personnel should be deployed at site, on continuous 24 hours a day basis, as per standard oilfield practice permissible under law. The personnel deployed should be given due off and the same has been described in Table above.

b) BHP Operator at designated drilling location will be the overall in-charge on behalf of the contractor and will be responsible for all operations assigned to the contractor by company as per the scope of work.

c) The BHP Operator at well site will coordinate with the Company Representative and Mud Engineering Service providers, as required. The Contractor will do the cleaning of the silos etc. after the cement jobs.



d) The bidder shall submit the C.V. of proposed personnel to be deployed for the services mentioned in the tender document for approval from Company.

e) Provision of PPE (Personal Protective Equipment) for Contractor's personnel will be the responsibility of the Contractor.

f) Contractor to provide trained and experienced BHP Operator and Compressor Operator at drilling location round the clock for running the BHP as per operational requirement. Contingent working hands required for BHP operation will be the responsibility of Contractor.

g) Company will provide accommodation and food for Contractor's personnel. However, transportation of Contractor's personnel shall be the sole responsibility of the Contractor.

h) Contractor shall also be ready to provide CALLOUT BASIS requirement for another similar set of Equipments and Personnel, when so ever OIL intends to avail the service from the contractor at the same rates, terms and conditions of the contract.

i) For CALLOUT BASIS operational requirement separate intimation will be served by OIL prior to 60(Sixty) days before the requirement. Mobilization shall be deemed completed when Contractor's equipment and man power are placed at the nominated location in readiness to commence work in all aspects as envisaged under the contract and duly certified by the company's representative. Same rates, terms and conditions are applicable for CALLOUT BASIS.

#### **1.19 Record keeping & reporting:**

The Contractor will keep records of all the materials (cement, additives, and barytes) received, handled and delivered. The Contractor should submit a daily morning report to the Company representative indicating inventory of all bulk materials along with other important information.

#### **1.20 MOBILIZATION PERIOD: - REGULAR BASIS AND CALLOUT BASIS:**

##### **i) Initial Mobilization Period:**

The bidder must be in a position to mobilize the services as under: -

a) **Tools & Equipment:** (duly inspected & accepted) within 60 (sixty) days from the date of mobilization notice issued by the Company.

b) **Personnel:** within 7 (seven) days from the date of mobilization notice issued by the Company.

##### **ii) Interim Re-Mobilization Period (if applicable)**

a) **Tool & Equipment:** within 15(Fifteen) days from the date of remobilization notice issued by the Company.

#### **1.21 SAFETY COMPLIANCE:**

The Bidder shall have to comply with the applicable standards and prevailing provisions of Mines Act, 1952, OISD (Oil Industry Safety Directorate) guidelines and MoEF (Ministry of Environment and Forest) and Central/State Pollution Control Board's directives as in vogue in India.

### **1.22 INSPECTION:**

The Tools/Equipment/Consumables must be serviced and inspected to DS1 standard and the inspection reports furnished to the Company prior to mobilization. For new equipment, such inspection will not be applicable. However, OEM certification shall be provided to the Company prior to mobilization.

### **2.0 MOBILISATION PERIOD:**

The bidder must be in a position to mobilize the services as under: -

- a)** Tools/Equipment/Consumables (duly inspected & accepted) within 60(Sixty) days from the date of Mobilization notice issued by the Company. Offers indicating mobilization time more than 60(Sixty) days from the date of issuance of notice for the service will be rejected.
- b)** Personnel within 7(Seven) days from the date of Mobilization notice issued by the Company. Offers indicating mobilization time more than 7(Seven) days from the date of issuance of notice for the service will be rejected.
- c)** Interim Remobilization of Tools/Equipment/Consumables (duly inspected & accepted) within 15(Fifteen) days of Mobilization notice issued by the Company. Offers indicating Interim Remobilization time more than 15 (Fifteen) days from the date of issuance of notice for the service will be rejected.

The successful Bidder should liaise constantly with Company prior to mobilization of Tool/Equipment/Consumables.

**\*\*\*\* (End of SECTION-II, Part-III) \*\*\*\***

### **PART-III**

#### **SECTION-III**

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

##### **1.0 DEFINITIONS:**

Following terms and expression shall have the meaning hereby assigned to them unless the context requires otherwise. The expressions not defined here shall have the meaning ascribed to them in Section-1: "General Conditions of Contract".

- a) "Equipment" means drilling equipment complete with pumps, power packs and other accessories and equipment as listed in the Contract.
- b) "Company item" means the equipment, materials and services which are to be provided by Company at the expense of Company as mentioned in the contract.
- c) "Operating Area" means those areas in onshore India in which Company or its affiliated Company may from time to time be entitled to conduct drilling operations.
- d) "Operation Base" means "Bhubaneswar".
- e) "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 reference and technical specifications.
- f) "Contractor's item" means the equipment, materials and services which are to be provided by Contractor or by Company at the expenses of the Contractor, which are listed under, "Terms of reference/Technical specifications".
- g) "Commencement Date" means the date on which mobilization is completed in all respects.
- h) "Contractor's personnel" means the personnel to be provided by Contractor to conduct operations hereunder.
- i) "Contractor's representatives" means such persons duly appointed by the Contractor to act on Contractor's behalf and notified in writing to the Company.
- j) "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hours and ending at 06:00 hours.
- k) "Approval" as it relates to Company, means written approval.
- l) "Facility" means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement.
- m) "Certificate of Completion" means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.

n) "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.

o) "Wilful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the contract with knowledge that it is likely to result in any injury to any persons or loss or damage of properties.

p) Contractor's base camp: It will be Contractor's responsibility to maintain adequate space and utilities at their designated base in and around Bhubaneswar 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.

q) "Inter-Location-Movement" of Contractor's item(s) means transfer of Contractor's item(s) (a) from one location to another location (irrespective of the status of location), (b) from one OIL designated area to another OIL designated area.

## **2.0 ASSOCIATION OF COMPANY'S PERSONNEL:**

**2.1** Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

**2.2** Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing / inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.

**2.3** The monitoring and overseeing of the jobs under the Contract by the Company's personnel/representative shall not absolve or reduce the obligations of the Contractor under the Contract in any manner.

## **3.0 PROVISION OF PERSONNEL AND FACILITIES:**

**3.1** The Contractor will provide competent, suitably qualified and adequately experienced personnel for carrying out the requisite operations correctly and efficiently throughout the Contract period. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the Contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.

**3.2** The detailed bio-data of the service engineer/specialist and other operators and the number of additional personnel planned to be deployed must be submitted to Company before engaging

them for Company's approval.

Note: Any replacement with equivalent qualification/experience needs OIL's prior written approval.

**3.3** All the personnel deployed should be fluent either in English or Hindi or Oriya language.

**3.4** The Contractor shall be solely responsible for and shall provide for all requirements of his personnel, and of their Sub-contractor(s), if any. These provisions will include but not be limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payments, all immigration requirements and taxes, if any, payable in India or outside at no extra charges to the Company. Boarding and local transportation of Contractor's personnel during the entire duration of the contract shall be arranged by Contractor at their cost.

**3.5** The Contractor's representative shall have the entire power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.

#### **4.0 INTERIM DEMOBILIZATION AND REMOBILIZATION OF TOOLS, EQUIPMENT AND PERSONNEL AND TEMPORARY PAUSE OF OPERATION:**

**4.1** In case of lean period, Contractor's tools, equipment and personnel shall have to be temporarily demobilized after completion of job in a particular well on receiving Company's notification within 72 hours.

**4.2** Contractor shall re-mobilize their tools, equipment and personnel for a particular set within 15 (Fifteen) days from the date of interim remobilization notice.

**4.3** In such situation Contractor shall be paid Interim Demobilization/Remobilization charges including all relevant costs as per their quote. However, no other charges will be payable after interim demobilization notice has been issued for the particular set.

#### **5.0 COMPANY'S OBLIGATIONS:**

##### **5.1 Entry Permits:**

Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and their subcontractors engaged with the consent of Company, provided Contractor gives full particulars of such personnel in advance. However, the primary obligation in this regard shall be on Contractor and Company shall provide necessary documents only.

##### **5.2 Well-site Accommodation, Food and Medical facilities:**

Available boarding / lodging, food, water, electricity, security and first aid medical aid for contractor's personnel shall be provided by the company through the rig service provider at site.

##### **5.3 Well Site Communication facility:**

Contractor should arrange their own communication system at site for reporting purposes to OIL.

#### **6.0 PERFORMANCE OF WORK:**

The Contractor shall submit daily reports in soft and hard format to Company detailing progress of different operations as per the scope of the work at 8:00 AM on every day. The Company, at

its option may change the periodicity of such reports. The manner and the speed of execution and maintenance of the operations are to be conducted in accordance with the Contract. Should the rate of progress of the operations or any part of them be at any time too slow in the opinion of the Company's representative, (to ensure completion of the operations within schedule) Company's representative may so notify the Contractor in writing. The Contractor shall reply to the written notice giving details of the measures, which he proposes to take to expedite the operations. If no satisfactory reply to Company's notice is received in seven days, Company shall be free to take necessary actions as deemed fit.

## **7.0 LABOUR:**

The recruitment of the labour, if required, shall be met from the areas of operation and wages will be according to the rates prevalent at the time, which can be obtained from the District Authorities of the area. The facilities to be given to the laborers should conform to the provisions of labour laws as per Contract Labour (Regulation and Abolition) Act, 1970.

## **8.0 PROTECTION OF PROPERTY AND EXISTING FACILITIES:**

The Contractor shall perform each work in such a manner as will prevent damage to the Company's property and conform to and be consistent with, and not to interfere in any way with continuous and safe operational practices for the well.

## **9.0 CUSTOMS DUTY:**

**9.1** In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017 and 02/2022-Customs dated 1.2.2022, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (Basic Customs Duty Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable. Similarly, the domestic supply of such goods would attract 5% GST (i.e., IGST or CGST & SGST/UTSGT) in terms of GST Notification No. 03/2017.

**9.2** Bidder should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per Contract. It shall be however, Contractor's responsibility clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities. Contractor shall indemnify OIL from all liabilities of Customs Duty.

**9.3** All imports and import clearances under the Contract shall be done by the Contractor and OIL shall not provide any assistance in this regard. Any demurrage charge, as may be levied by the custom authority on account of delayed clearance of the imported goods, shall be borne solely by the Contractor.

**9.4** However, in the event customs duty becomes leviable during the course of Contract, but before the schedule date of mobilization, arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in **Proforma-A** or the actual whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least

10(ten) days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents/ duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in **Proforma-A** will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty. Notwithstanding above, custom duty leviable on account of change of policy of the Government after last day of scheduled mobilization period, shall be on Contractor's account and OIL shall not be liable to pay any custom duty thereafter.

**9.5** Contractor shall, however, arrange for 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.

**9.6** 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 areas of Company. 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 PEL areas under the Contract. 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.

#### **10.0 DE-MOBILISATION & RE-EXPORT:**

**10.1** The Contractor shall arrange for and execute de-mobilization of their set(s) of Tools/Equipment/Spare/Accessories/Personnel etc. upon receipt of notice for demobilization from Company. De-mobilisation shall mean dismantling and removal of its Tools/equipment and accessories, including personnel. In case of final demobilization, the set(s) of tools/equipment and accessories including unutilized spares and consumables have to be re-exported at the cost of the Contractor. Final demobilization shall be completed by Contractor within 45 days of issue of demobilization notice by Company. Immediately after re-exporting of its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting its tools, equipment, accessories, unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 45 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.

**10.2** In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining



permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.

**10.3** Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non- observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

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

#### **11.0 CONFIDENTIALITY:**

a) During this Contract, Contractors 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 Company. Such information and data shall be held by the Contractor, 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.

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

- (i) Is, at the time of disclosure, known to the public;
- (ii) Lawfully becomes at a later date known to the public through no fault of Contractor;
- (iii) Is lawfully possessed by Contractor before receipt thereof from Company;
- (iv) Is disclosed to Contractor in good faith by a third party who has an independent right to such information;
- (v) Is required to be produced by the Contractor before competent authorities or by court order.

Note: This clause shall survive beyond five years after expiry/termination of the contract.

#### **12.0 POLLUTION & CONTAMINATION:**

Notwithstanding anything to the contrary contained herein, it is understood and agreed by the Contractor and Company that the responsibility for pollution or contamination shall be as follows:

(i) The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface.

Contractor shall protect, defend and save the Company harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Company assumes liability in terms of Sub-clause (ii) below.

**(ii)** The Company shall assume all responsibility for all other pollution and contamination (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor assumes liability in terms of Sub-clause (i) above.

**(iii)** In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

### **13.0 SAFETY:**

**(i)** It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all Sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub or sub-contractors.

**(ii)** Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

**(iii)** The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the Contractor and how it is to be managed.

**(iv)** The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.

**(v)** Keep an up-to-date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

**(vi)** The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site-specific code of practice in line.

**(vii)** The Contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold MVT Certificate, how many officers/work persons undergone IME and type of medical coverage given to the officers/work persons.

**(viii)** The return shall be submitted quarterly (by 10th of April, July, October & January) for Contracts of more than one year.

**(ix)** 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.

**(x)** 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.

**(xi)** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.

**(xii)** The Contractor shall have to report all incidents including near miss to Installation Manager/Departmental Representative of the concerned department of OIL.

**(xiii)** 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.

**(xiv)** If the Company arranges any safety class / training for the working personnel at site (Company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

**(xv)** The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

**(xvi)** Contractor to held daily tool box meeting and regular site safety meetings and maintain records.

**(xvii)** Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.

**(xviii)** 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.

**(xix)** A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the

regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

**(xx)** Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

**(xxi)** In case Contractor is found non-compliant of HSE laws as required, Company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per prevailing relevant Acts/Rules/Regulations.

**(xxii)** 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.

**(xxiii)** The Contractor should frame a mutually agreed bridging document between OIL & the Contractor with roles and responsibilities clearly defined.

**(xxiv)** For any HSE matters not specified in the Contract document, the Contractor will abide by the relevant and prevailing Acts/rules/regulations pertaining to Health, Safety and Environment.

#### **14.0 LIMITATION OF LIABILITY:**

Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts,

**a)** Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages or Penalty to the Company.

**b)** Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

**c)** Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

#### **15.0 SECRECY:**

Contractor shall during the tenure of the Contract and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorized in writing by Company, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through Contractor or its personnel or authorized Sub-contractors or agents. Contractor shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall Contractor divulge any information about the location of the work area of part thereof. Contractor shall not also destroy any report, note and technical data relating to the operation/work and not required by the OIL. The obligation is continuing one and shall survive after the completion/termination of this agreement.

## **16.0 CHANGES:**

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

**16.2** If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the **Price Schedule read with Section-IV Schedule of Rates**. Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 42, GCC of Contract. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

## **17.0 NOTICES:**

**17.1** Any notice given by one party to other, pursuant to this Contract shall be sent in writing to the applicable address specified below:

| <b>Company</b>                      | <b>Contractor</b> |
|-------------------------------------|-------------------|
| Oil India Limited                   | _____             |
| Bay Exploration Project,            | _____             |
| IDCO Towers, 3 <sup>rd</sup> Floor  | _____             |
| Janpath, Bhunaneswar-751022, Odisha | _____             |

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

**\*\*\*\* (End of SECTION-III, Part-III) \*\*\*\***

### **PART-III**

#### **SECTION -IV**

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

**1.0** The bidders must quote the rates in their price bids as per the attached Price-Bid Format vide Proforma-B. The payment shall be made for the actual work done. All Day Rate Charges shall be pro-rated to the nearest hour.

**1.1** The quantities against each item shown in the price format are merely tentative as has been assessed by Company for Bid evaluation purpose only. However, payment will be made on actual.

**1.2** Contractor bringing equipment/stores/materials into India on re-exportable basis for execution of this contract shall have to re-export the same after completion of the assignment. The Contractor shall be fully responsible to pay the customs duty including penalty, if any, in case any such item is taken by them for use in other areas where customs duty is applicable on merit or not re-exported in due course of time provisioned herein.

##### **2.0 MOBILIZATION CHARGES (PERSONNEL):**

i) Mobilization Charges as Lump Sum shall be payable to the Contractor for following personnel as one unit after the completion of Mobilization as defined in Clause 2.2 of Section I 'General Conditions of Contract':

- |                                   |                |
|-----------------------------------|----------------|
| a) BHP Operator:                  | 1 (One) No.    |
| b) Compressor Operator/Mechanic:  | 1 (One) No.    |
| c) Work Personnel (4 nos./shift): | 8 (Eight) Nos. |

ii) There shall be no part payment or pro-rata payment for any individual.

iii) Mobilization Charges shall be "LUMP SUM" amount and 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 designated Site on receipt of the mobilization notice from Company.

##### **3.0 DEMOBILIZATION CHARGES [ALL PERSONNEL]:**

i) **De-Mobilization Charges** shall be payable to the Contractor as "LUMP SUM" amount for the following personnel as one unit after their departure from the last well on receipt of demobilization notice from the Company:

- |                                   |                |
|-----------------------------------|----------------|
| a) BHP Operator:                  | 1 (One) No.    |
| b) Compressor Operator/Mechanic:  | 1 (One) No.    |
| c) Work Personnel (4 nos./shift): | 8 (Eight) Nos. |

ii) There shall be no part payment or pro-rata payment for any individual.

**NOTE:** The Company retains the right to "mobilize & demobilize" Contractor's Personnel "to and from" any drilling location depending upon operational requirement. Also, Company retains the right to remobilize the Contractor's Personnel to any drilling location at any time during the course of the Contract depending upon operational requirement. Thus, Contractor is required to

fulfill their obligation on Mobilization/ Demobilization/ Remobilization of Contractor's Personnel on receipt of appropriate notice from the Company.

#### **4.0 DAY RATE CHARGES FOR PERSONNEL:**

- i) **Day Rate Charges** shall be payable to the Contractor for following personnel for Cement and Barite BHP at well site:
  - a) BHP Operator: 1 (One) No.
  - b) Compressor Operator/Mechanic: 1 (One) No.
  - c) Work Personnel (4 nos./shift): 8 (Eight) Nos.
- ii) Besides the above, the Company shall neither be responsible nor shall pay to additional personnel that the Contractor may engage for maintenance or assisting key personnel in carrying out assigned jobs.
- iii) **Day Rate Charges** for BHP Operator, Compressor Operator/Mechanic along with Work Personnel shall be payable for performing the following activity but not limited to:
  - a) Operation and Maintenance of BHP Units.
  - b) Operation and Maintenance of Compressors.
  - c) Regular liaison with Company Personnel and Cementing & Mud Engineering Service Personnel.
- iv) Payment of **Day Rate Charges** shall be directly linked to operational condition of respective tool/ equipment handled by Contractor's Personnel as per contractual assignment.
- v) **Day Rate Charges** for Contractor's personnel shall be payable with effect from the day the Contractor completes Mobilization of Contractor's personnel at the designated Locations.
- vi) **Day Rate Charges** shall not be payable to Contractor's Personnel concerned in case any equipment handled by him fails to perform. Also, payment of **Day Rate Charges** to personnel concerned shall remain ceased until the equipment / tool is put back in to operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of the Company.
- vii) **Day Rate Charges** shall not be payable to the entire group of Contractor's Personnel for a period of 10 (ten) days as a penalty, in case of failure of any equipment resulting in poor Primary Cementation Job (conductor, isolation, intermediate, production casings/ Liners), Isolation Repair Job (squeeze job) and Plug Job.
- viii) **Day Rate Charges** for Contractor's Personnel ceases with effect from the day the Company serves notice to the Contractor for demobilization of personnel due to temporary suspension/ termination/ expiry of the Contract.
- ix) **Day Rate Charges** for Contractor's Personnel shall not be payable during Inter Location Movement including Dismantling, reinstallation and decommissioning of Contractor's facility.
- x) **Day Rate Charges** for Contractor's Personnel shall not be payable for the period during which the BHPs and / or Compressors remains in-operative or non-functional to carry out assigned jobs.



**5.0 MOBILIZATION CHARGES TO DESIGNATED LOCATIONS OF COMPANY:  
BHP, COMPRESSOR WITH TOOLS / EQUIPMENT/ ACCESSORIES[INCLUDING  
INSTALLATION & COMMISSIONING OF BHP & COMPRESSOR]**

- i) **Mobilization Charges** shall cover Contractor's entire inventory in a package as described below (but not limited to) to meet contractual obligations for carrying out assigned jobs.
- Bulk Handling Plants with accessories.
  - Compressors with accessories.
  - Spares for Contractor's Equipment.
  - Surface fittings for handling cement job.
  - Surface fittings for handling barytes
- ii) **Mobilization Charges** as LUMP SUM amount shall be payable on the completion of **Mobilization** as defined in Clause 4.2 of Section I 'General Conditions of Contract'.
- iii) **Mobilization Charges** should cover all local and foreign costs of the Bidder to mobilize the equipment to the appointed site including all local taxes, port fees, inland transport etc., but excluding Customs duty (which shall be to Company's account, if applicable) on the items declared in **Proforma-A** (enclosed).
- iv) The Company shall provide all necessary documents as required for customs clearance, only on receipt of request from the Contractor and all such requests must be made by the Contractor well in advance, so that the Company can make necessary arrangements for providing the documents in time without causing any delay for the customs/port clearance.
- v) **Mobilization Charges** of the TOOLS/EQUIPMENT WITH ALL ACCESSORIES should not exceed 2.5% of the total quoted value in the Price Bid. However, the Mobilization charges if quoted in excess of 2.5% of the total quoted value in the Price Bid, the excess amount shall be paid at the end of the Contract.

**6.0 DE-MOBILIZATION CHARGES:**

**BHP, COMPRESSOR WITH TOOLS / EQUIPMENT/ ACCESSORIES:**

- i) The **Demobilization Charges** should be quoted as lump sum charge, which shall include all charges for demobilization of all equipment.
- ii) **Demobilization Charges** shall be payable as "**LUMP SUM**" amount to the Contractor by the Company **only once** after completion of Company's activity against this Contract. The Contractor shall arrange for and execute demobilization of their entire package of BHP, Compressor, Tools/ Equipment/ Spare/ Accessories etc. upon receipt of notice from the Company. De-Mobilization shall indicate completion/ termination of the Contract and Contractor shall bear all such costs/charges, if any towards the same.
- iii) All charges whatsoever on BHP & Compressor tools/ Equipment/ Spare/ Accessories etc. shall cease to exist with effect from the day the Contractor is issued Demobilization notice by the Company. No charges whatsoever shall be payable with effect from the date of notice to demobilization.
- iv) Pursuant to Clause of 'General Conditions of Contract', Demobilization charges shall be paid to the Contractor for complete package of Tools/ Equipment/ Spare/ Accessories etc. only once, after completion of the contractual period/ termination of the Contract.

v) All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India shall be to Contractor's account.

vi) The **Demobilization Charges** of the TOOLS/EQUIPMENT WITH ALL ACCESSORIES should not be less than 1% of the total quoted value in the Price Bid. However, the Demobilization charges if quoted in deficit or less than 1% of the total quoted value in the Price Bid, the differential amount will be kept on hold from the 1st invoice onwards and the same will be paid at the end of the Contract along with Demobilization charges.

#### **7.0 RENTAL [DAY RATE] CHARGES:**

##### **BHP, COMPRESSOR WITH TOOLS / EQUIPMENT/ ACCESSORIES**

- i) **Day Rate "Rental" Charges** for Contractor's consignment of BHP, Compressor with all tools / equipment / spares / accessories shall be payable from the date of completion of Mobilization.
- ii) During **"Rental"** period the tools/equipment are required to be in fully operating condition, save repair and preventive maintenance with prior permission of Company.
- iii) **Day Rate "Rental" Charges** include supply of spares & consumables, replacement/ maintenance cost and any other operational requirement if any during the contractual period. The Contractor must maintain adequate stock of any such regularly required items at the drilling site under their possession to ensure uninterrupted service.
- iv) All other necessary equipment, tools and accessories etc. shall be provided by the Contractor for due performance of the intended services without any additional charges to the Company.
- v) **Day Rate Charges (RENTAL)** shall not be payable if the Contractor withdraws the whole or part of the equipment or any manpower affecting operations.
- vi) If Contractor's tool /equipment fails to perform, for any reason in the duration of operation, then no **Day Rate Charges (RENTAL)** shall become payable until the equipment /tool is put back in to operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of Company.
- vii) **Day Rate Charges (RENTAL)** shall not be payable for any tool/equipment from the day of last successful operation if the tool/ equipment including back-up(s) fails to function to Company's satisfaction, up to the very beginning of the next operation. Also, Contractor's Equipment Rental shall not be payable during **Inter Location Movement**.

#### **8.0 CEMENT HANDLING CHARGES:**

- i) The **Cement Handling Charges** shall be payable to the Contractor **"@ per MT of Cement screened and blended"** utilizing BHP and Compressor.
- ii) The **Cement Handling Charges** shall cover all relevant activity for storage of screened/ blended cement in "Silo" as well as delivery of screened/ blended cement to Cementing Unit.
- iii) The payment shall be pro-rated to nearest hundred kilograms in case of handling fraction of a MT.

#### **9.0 BARYTES HANDLING CHARGES:**

- i) The **Barytes Handling Charges** shall be payable to the Contractor **"@ per MT of Barytes handled"** utilizing BHP and Compressor.

- ii) The **Barytes Handling Charges** shall cover all relevant activity for storage of Barytes in “Silo” as well as delivery of Barytes to Hopper in mud tank system in the rig.
- iii) The payment shall be pro-rated to nearest hundred kilograms in case of handling fraction of a MT.

#### **10.0 INTER – LOCATION MOVEMENT (ILM) CHARGES:**

##### **FOR ALL TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES:**

The Contractor shall be solely responsible for executing Inter-Location Movement that covers shifting of all tools / equipment / consumables / Accessories/ personnel deployed by the Contractor to the next well Site as designated by the Company.

- i) **Inter-Location Movement (ILM) Charges** shall be a Lump Sum amount for ILM upto 60km. In case ILM is more than 60km, then Lumpsum quoted ILM charge upto 60 km plus ILM charge for distance travelled beyond 60km shall apply at quoted per km charge. Bidder is required to work out and quote “Inter-location movement charge” accordingly.
- ii) The Contractor is required to complete Inter-location movement inclusive of Dismantling of Contractor’s facility in one well, Re-Installation and Re-Commissioning of same at next well Site within 15 days.
- iii) **Day Rate Charges (RENTAL) for Tools / Equipment & Personnel** shall not be payable during the inter-location movement. Once all the materials have arrived in the next location as certified by the Company representative, the Day Rate Rental shall be applicable. The distance between wells shall be within a radius of 60 Km approx.

#### **11.0 INTERIM DEMOBILIZATION & REMOBILIZATION CHARGES (TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES)**

- i) The bidder is required to quote **Interim Demobilization & Remobilization Charges** in LUMP SUM to any well **covering** rental Tools/ Equipment with accessories. The Company retains the right to Demobilize Contractor’s Equipment & Tools temporarily from any well and remobilize the consignment to same well or another well in case of, but not limited to, need for temporary suspension of Company’s activity for operational reasons, or any other reason as deemed fit to the Company. In such an event these charges in LUMP SUM amount are payable.
- ii) No Charges, whatsoever, shall be payable from the time the Interim Demobilization notice is issued till Remobilization is completed under Company’s advice and duly certified by Company’s representative.
- iii) The total period of interim demobilization and remobilization during the Contract period for equipment/ tools and accessories shall not exceed 3 (three) months. However, beyond said period, the interim demobilization and remobilization period may be extended by the parties at mutually agreed rates, terms and conditions. The Company, at its discretion, may add back such interim demobilization and remobilization period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) day notice to the Contractor before the expiry of the Contract.

**12.0 DAY RATE “Rental” FOR BHP/COMPRESSOR/TOOLS/ EQUIPMENT / PERSONNEL DURING FORCE MAJEURE:**

- i) All rates quoted by the Bidder shall be restricted to 50% of respective charges under above circumstances. This shall be considered as **FORCE MAJEURE RATE**.
- ii) The **Force Majeure Rate** shall be payable during the first 15 (fifteen) days period of force majeure condition. No payment shall accrue to the Contractor beyond the first 15 (fifteen) days period unless mutually agreed upon.

**13.0 ZERO RATE:**

- i) Notwithstanding any provision in the Contract, no charges shall be payable for the period, the job or activity assigned to the contractor is halted due to break-down of Contractor's tools/equipment, non-availability of key personnel or for any other reason whatsoever attributable to the Contractor.
- ii) Zero rates on tools/equipment & personnel shall be applicable for any suspension of work due to non-availability of consumables.

**14.0 CALLOUT BASIS RATE AND CONDITIONS:**

The same rate terms and conditions is applicable for CALLOUT BASIS work requirement for a second set of equipment and manpower, whenever OIL intends to avail the service from the contractor.

For CALLOUT BASIS operational requirement separate intimation will be served by OIL prior to 60(Sixty) days before the requirement. Mobilization shall be deemed completed when Contractor's equipment and man power are placed at the nominated location in readiness to commence work in all aspects as envisaged under the contract and duly certified by the company's representative. Same rates, terms and conditions are applicable for **CALLOUT BASIS**.

**15.0 GENERAL NOTES:**

**15.1** Bidders should indicate the name and address of their Indian agent if any and also should specify the percentage of commission if any involved and it should be included in the quoted rates. In case no Indian agent commission is involved then should be shown as "NIL".

**15.2** Bidder should submit the list of items with CIF value to be imported into India in connection with execution of this contract as per Proforma-A.

**15.3** From the Proforma-A, bidder should identify the items of re-exportable in nature (i.e., items which will not be consumed during the execution of the contract and required to be exported outside India after completion of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (RE-EX).

**15.4** Similarly, from the Proforma-A, bidder should identify the items of consumable in nature (i.e., items which will be consumed during the execution of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (CONSUMABLES).

**15.5** Cement and Barytes shall be provided by OIL or by third party Contractor.

**15.6** All the quoted rates shall remain firm during the initial 2 years period and one year extension if opted by company. The rates, terms and conditions shall continue until the completion/testing/abandonment of the well being drilled/tested at the time of the end of initial term of the Contract or extension thereof.

**\*\*\*\* (End of SECTION-IV, Part-III) \*\*\*\***

**PROFORMA-A**

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

| Srl 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 = CxD | F                   | G = F+E   | H                   | I = G+H     | J                              | K            | L        |
| 1                                                                                                                                                                                    |                  |            |      |         |                     |           |                     |             |                                |              |          |
| 2                                                                                                                                                                                    |                  |            |      |         |                     |           |                     |             |                                |              |          |
| 3                                                                                                                                                                                    |                  |            |      |         |                     |           |                     |             |                                |              |          |
| 4                                                                                                                                                                                    |                  |            |      |         |                     |           |                     |             |                                |              |          |
| 5                                                                                                                                                                                    |                  |            |      |         |                     |           |                     |             |                                |              |          |
| <b>(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".</b> |                  |            |      |         |                     |           |                     |             |                                |              |          |
| <b>(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".</b>                                                                                   |                  |            |      |         |                     |           |                     |             |                                |              |          |
| <b>(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".</b>                          |                  |            |      |         |                     |           |                     |             |                                |              |          |

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

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

**Seal of the Bidder:**

**\*\*\*\* (End of Proforma-A) \*\*\*\***

**PRICE BID SCHEDULE**

**Sub: Hiring of BHP services along with Equipment and personnel for Exploratory Wells in Odisha for a period of 2(two) years, with a provision for extension by 1(one) year at the same rates, terms and conditions for ODISHA MAHANADI ONSHORE BLOCK MN-ONHP-2018/1/2/3/4/5.**

**CURRENCY OF QUOTE: INDIAN RUPEES**

| SL. NO. | PARTICULARS/ACTIVITY                                                                                                                                                                         | UNIT     | ESTD. QTY | UNIT RATE (In Rs.) | TOTAL ESTD. AMOUNT (In Rs.) |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|--------------------|-----------------------------|
|         |                                                                                                                                                                                              |          | X         | Y                  | X*Y                         |
| 1       | MOBILIZATION CHARGES – PERSONNEL (a)<br><br>(FOR CEMENT & BARYTE BHP AT WELL SITE)<br><br>i) BHP OPERATOR- 1 No.<br>ii) COMPRESSOR OPERATOR/MECHANIC-1 No.<br>iii) WORK PERSONNEL: 8 Nos.    | Lump sum | 3         |                    |                             |
| 2       | DE-MOBILIZATION CHARGES – PERSONNEL (b)<br><br>(FOR CEMENT & BARYTE BHP AT WELL SITE)<br><br>i) BHP OPERATOR- 1 No.<br>ii) COMPRESSOR OPERATOR/MECHANIC-1 No.<br>iii) WORK PERSONNEL: 8 Nos. | Lump sum | 3         |                    |                             |
| 3       | DAY RATE CHARGES (PERSONNEL) (c)<br>i) BHP OPERATOR-1 No.<br>ii) COMPRESSOR OPERATOR/MECHANIC-1 No.<br>iii) WORK PERSONNEL: 8 Nos.                                                           | Per Day  | 600       |                    |                             |
| 4       | MOBILIZATION CHARGES (BHP, COMPRESSOR WITH TOOLS / EQUIPMENT/ ACCESSORIES/SILOS) (d)<br><br>FOR CEMENT & BARITE BHP AT WELL SITE                                                             | Lump sum | 1         |                    |                             |
| 5       | DE-MOBILIZATION CHARGES (BHP, COMPRESSOR WITH TOOLS / EQUIPMENT/ ACCESSORIES/SILOS) (e)<br>FOR CEMENT & BARITE BHP AT WELL SITE                                                              | Lump sum | 1         |                    |                             |



|    |                                                                                                   |          |      |  |  |
|----|---------------------------------------------------------------------------------------------------|----------|------|--|--|
| 6  | DAY RATE- “RENTAL” (CEMENT & BARYTE BHP WITH COMPRESSOR & ACCESSORIES) (f)                        | Per Day  | 600  |  |  |
| 7  | BLENDING/HANDLING OF CEMENT WITH ADDITIVES (g)                                                    | Per MT   | 4350 |  |  |
| 8  | BLENDING/HANDLING OF BARITES (h)                                                                  | Per MT   | 5000 |  |  |
| 9  | ILM CHARGES FOR CEMENT, BARYTE BHP <60KM (i)                                                      | Lump sum | 7    |  |  |
| 10 | ILM CHARGES FOR CEMENT, BARYTE BHP >60KM (j)                                                      | Per KM   | 500  |  |  |
| 11 | INTERIM DE-MOBILIZATION & RE-MOBILIZATION BHP COMPRESSOR (k)                                      | Lump sum | 3    |  |  |
|    | <b>TOTAL CONTRACT VALUE EXCLUDING GST</b><br><b>T=(a)+(b)+(c)+(d)+(e)+(f)+(g)+(h)+(i)+(j)+(k)</b> |          |      |  |  |

**GST chargeable extra: \_\_\_\_\_%**

**NOTE:**

**1.0** The items mentioned in above clause are to be read in conjunction with Schedule of Rates- Section IV, Part -III.

**2.0** The quantities shown above against each item in the Price Bid Schedule are for evaluation purpose only. However, quantities may vary in actual as per Company’s requirement and payment will be made on actuals only.

**3.0** Bidders shall quote for all the items.

**4.0** The Mobilization Charges of the TOOLS/EQUIPMENT WITH ALL ACCESSORIES should not exceed 2.5% of the total quoted value in the Price Bid. However, the Mobilization charges if quoted in excess of 2.5% of the total quoted value in the Price Bid, the excess amount shall be paid at the end of the Contract.

**5.0** The De-Mobilization Charges of the TOOLS/EQUIPMENT WITH ALL ACCESSORIES should not be less than 1% of the total quoted value in the Price Bid. However, the De-mobilization charges if quoted in deficit or less than 1% of the total quoted value in the Price Bid, the differential amount will be kept on hold from the 1st invoice onwards and the same will be paid at the end of the Contract along with Demobilization charges.

**6.0** The Total Estimated Contract Cost ‘T’ is inclusive of all applicable taxes and duties but excluding GST which will be borne by OIL extra as applicable.

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

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

**Seal of the Bidder:**

**\*\*\*\*(End of Proforma-B) \*\*\*\***

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

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

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

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

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

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

**Seal of the Bidder:**

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

**\*\*\*\*(End of Proforma-C) \*\*\*\***

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

To:  
M/s. OIL INDIA LIMITED,  
3<sup>rd</sup> Floor, IDCO Towers, Janpath  
Bhubaneswar, Odisha

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 (Name of Bank) .....of (Name of country) .....  
having our registered office at..... (hereinafter called "the Bank") have  
agreed to give the Contractor such a Bank Guarantee.

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

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

This guarantee is valid until the -----day of -----

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

- A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

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

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

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

**\*\*\*\*(End of Proforma-D) \*\*\*\***

**CONTRACT FORM**

This Contract 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 and Project Office at IDCO Tower (3<sup>rd</sup> Floor) Janpath, Bhubaneswar 751022, Odisha 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. \_\_\_\_\_.

WHEREAS, Contractor accepted the above Letter of Award vide----- and submitted Performance Bank Guarantee No. ----- Dated----- valid till----- issued by -----(Bank's name with detailed address) for an amount of -----.

All these aforesaid documents shall be deemed to form and be read and construed as part of this 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 Contract words and expressions shall have the same meanings as are respectively assigned to them in the General 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 Contract viz.:

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

- b) Section-II indicating the Terms of Reference;
- c) Section-III indicating the Special Conditions of Contract;
- d) Section-IV indicating the Schedule of Rates.
- e) Integrity Pact
- f) Letter of Award
- g) Performance Security(copy)

In case of contradiction between GCC/SCC/TOR/SOR, the terms and conditions mentioned in TOR will prevail followed by SOR, SCC and GCC - in that order.

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 Bhubaneswar 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.

**\*\*\*\*(End of Proforma-E) \*\*\*\***

**PROFORMA LETTER OF AUTHORITY**

To:

Oil India Ltd.,  
3<sup>rd</sup> Floor, IDCO Towers, Janpath  
Bhubaneswar 751022

Sir,

**Sub: OIL's IFB No. CBI9871P22**

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

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

**\*\*\*\*(End of Proforma-F) \*\*\*\***



**AUTHORISATION FOR ATTENDING BID OPENING**

TO,

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

Oil India Ltd.,  
3<sup>rd</sup> Floor, IDCO Towers, Janpath  
Bhubaneswar 751022

Sir,

**Sub: OIL's IFB No. CBI9871P22**

We authorize Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above IFB due on \_\_\_\_\_ at Bhubaneswar on our behalf.

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

**\*\*\*\*(End of Proforma-G) \*\*\*\***

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

| <b>YEAR</b> | <b>TURN OVER</b><br>(In INR Crores) | <b>NET WORTH</b><br>(In INR Crores) |
|-------------|-------------------------------------|-------------------------------------|
|             |                                     |                                     |
|             |                                     |                                     |
|             |                                     |                                     |

Place:

Date:

Seal:

Membership Code:

Registration No.:

Signature

**\*\*\*\*(End of Proforma-H) \*\*\*\***

**To**

Oil India Ltd.,  
3<sup>rd</sup> Floor, IDCO Towers, Janpath  
Bhubaneswar 751022

**SUB: SAFETY MEASURES FOR TENDER NO. CBI9871P22**

**DESCRIPTION OF WORK/ SERVICE:**

Sir,

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

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

**b)** The names of the 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.

(Seal)

Date \_\_\_\_\_

Yours Faithfully

M/s \_\_\_\_\_  
FOR & ON BEHALF OF CONTRACTOR

**\*\*\*\*(End of Proforma-I) \*\*\*\***

**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 certain services under Tender No. CBI9871P22. 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 credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the Contract, if already signed, for such reason.

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

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

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

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

5. Integrity Pact, in respect of a particular Contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the Contractor **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.

**Shri Swarup Majumder**  
**(For the Principal)**

.....  
**For the Bidder/Contractor**

Date: **21.03.2022**

Witness 1: .....

Place: **Bhubaneswar**

Witness 2: .....

**\*\*\*\*(End of Proforma-J) \*\*\*\***

**To,**

Oil India Ltd.,  
3<sup>rd</sup> Floor, IDCO Towers, Janpath  
Bhubaneswar 751022

**Sub: Undertaking of authenticity of information/documents submitted**  
**Ref: Your tender No. CBI9871P22**

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/Contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of Contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,  
for (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**\*\*\*\*(End of Proforma-K) \*\*\*\***

**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE  
AUTHORIZED SIGNATORY OF THE BIDDER**

**CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA:**

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

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

Place: .....

Date: .....

Signature of the authorized signatory

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.

**\*\*\*\*(End of Proforma-L) \*\*\*\***

**Bid Security Declaration**  
(To be submitted on Bidder's letter head)

**To,**

**M/s. OIL INDIA LIMITED,  
3<sup>RD</sup> FLOOR, IDCO TOWERS, JANPATH  
BHUBANESWAR, ODISHA**

**Tender No.: IFB No.: CBI9871P22**

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, which is in the form of a Bid-Security 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 to submit a performance security before the deadline defined in the Tender document, we will be suspended for a period of two years. This suspension of two year shall be automatic without conducting any enquiry.

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

**\*\*\*\*(End of Proforma-M) \*\*\*\***

**BID FORM**

**To:**  
**M/S OIL INDIA LIMITED,**  
**3<sup>RD</sup> FLOOR, IDCO TOWERS, JANPATH**  
**BHUBANESWAR, ODISHA**

**Sub: Tender No. IFB No.: CBI9871P22**

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

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

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

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

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Letter 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 \_\_\_\_\_ 202\_.

Name of the Authorized Signatory: \_\_\_\_\_

Name of the Firm/Service Provider/Bidder: \_\_\_\_\_

**\*\*\*\*(End of Proforma-N) \*\*\*\***

**BIO-DATA AND EXPERIENCE OF PERSONNEL**

Name:

Educational Qualification:

Certifications:

**Experience in last five years**

| Year | From Date | To Date | Name of Organization | Client/ Project | No. of days worked | No. of similar jobs done | Type of wells drilled | Worked as |
|------|-----------|---------|----------------------|-----------------|--------------------|--------------------------|-----------------------|-----------|
|      |           |         |                      |                 |                    |                          |                       |           |
|      |           |         |                      |                 |                    |                          |                       |           |
|      |           |         |                      |                 |                    |                          |                       |           |
|      |           |         |                      |                 |                    |                          |                       |           |

**Format for Other personnel**

PHOTOGRAPH

- 1 CATEGORY OF JOB / POST :
- 2 NAME OF INCUMBENT :
- 3 PRESENT ADDRESS :
- 4 HOME ADDRESS :
- 5 NATIONALITY :
- 6 DATE OF BIRTH :
- 7 ACADEMIC QUALIFICATION :
- 8 TECHNICAL QUALIFICATION :
- 9 TOTAL EXPERIENCE IN THE RELATED FIELDS (IN YEARS) :
- 10 JOB EXPERIENCE RESUME :

| SL NO | WORK EXPERIENCE |    | TYPES OF JOB CARRIED OUT | NAME OF COMPANY | PLACE OF WORK |
|-------|-----------------|----|--------------------------|-----------------|---------------|
|       | FROM            | TO |                          |                 |               |
|       |                 |    |                          |                 |               |

NOTE: TO ATTACH ALL SUPPLEMENTARY DOCUMENTS.

**Name of the authorized signatory:** \_\_\_\_\_**Designation:****NAME OF THE BIDDER/FIRM/SERVICE PROVIDER:****\*\*\*\*(End of Annexure-I) \*\*\*\***

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**  
**(REF. CLAUSE NO. 6.6 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 and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, 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)

\*\*\*\*\*



**CHECKLIST-I****COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_**TENDER NO. IFB No. CBI9871P22**

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<br>Indicate rate of GST applicable.                                                                                         | SAC Code:<br>GST ..... %     |
| 6.             | Whether Bid Security Declaration submitted                                                                                                    |                              |
| 7.             | Confirm to Submit PBG as per Tender requirement                                                                                               |                              |
| 8.             | Confirm that the offer shall remain valid for acceptance up to hundred and twenty (120) days from final Bid Due Date/Date of opening of bids. |                              |
| 9.             | Whether Mobilization and Completion period of Contract is complied?                                                                           |                              |
| 10.            | Whether Integrity Pact Submitted?                                                                                                             |                              |
| 11.            | Confirm that currency of quoted prices is Indian Rupees.                                                                                      |                              |
| 12.            | Confirm that quoted prices shall remain firm and fixed until completion of the Contract.                                                      |                              |
| 13.            | Confirm that you have submitted all documents as mentioned in the Tender/Annexures                                                            |                              |
| 14.            | Confirm acceptance to all terms & conditions of the Tender.                                                                                   |                              |

|     |                                                                                                                                                            |                                         |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 15. | Confirm that all correspondence must be in English Language only.                                                                                          |                                         |
| 16. | Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.                                                                              | Name:<br>Contact No.:<br>Fax:<br>Email: |
| 17. | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.                                                                      |                                         |
| 18. | Please indicate the following:<br>(i) PAN No.<br>(ii) GST Regn. No.                                                                                        |                                         |
| 19  | Confirm submission of documents towards Local content of offered services.<br>Self declaration & CA certificate as per PP-LC notification to be submitted. |                                         |

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

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