



OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST - DIBRUGARH
ASSAM, INDIA, PIN-786602

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

FORWARDING LETTER

Sub: IFB No. CDH7317P22 for ‘Implementation of initiative-HSSE Incident Reporting and Tracking Application for four (04) years and six (06) months and extendable by one (01) year under the Digitization Project (DRIVE).’

Dear Sir(s),

- 1.0** OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0** In connection with its operations, OIL invites National Competitive Bids (NCB) from competent and experienced/approved Contractors for the mentioned work/service under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM** through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for **‘Implementation of initiative-HSSE Incident Reporting and Tracking Application for four (04) years and six (06) months and extendable by one (01) year under the Digitization Project (DRIVE)’**. One complete set of Bid Document covering OIL’s IFB for hiring of above services is uploaded in OIL’s E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	CDH7317P22
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single Stage Two Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of GM-Contracts Contracts Department,

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		Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	: Minimum 120 (One Hundred Twenty) days from Closing Date. Note: In exceptional circumstances, OIL 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. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	: 15 (fifteen) days from the date of issue of Work Order. Mobilization shall be considered as completed once a kick-off meeting is done between OIL and the Successful Bidder.
(x)	Bid Security/EMD Amount	: Not applicable
(xi)	Bid Security/EMD Validity	: Not applicable
(xii)	Amount of Performance Security	: 3% of Annualized Contract Value. Refer Clause No. 24.0 of Instruction to Bidder (ITB)
(xiii)	Validity of Performance Security	: 90 (Ninety) days beyond the contract period.
(xiv)	Location of job	Field Head Quartes, Duliajan
(xv)	Duration of the Contract	: 4.5 years and extendable by one (01) year from the commencement of the service as mentioned in the Work Order i.e. after completion of mobilization.
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	: Refer Clause No. 30.0 of General Conditions of Contract (GCC).
(xvii)	Bids to be addressed to	: GM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xviii)	Pre-Bid conference	: Tentatively on the 10.07.2021. Exact date and venue shall be intimated nearer the time.
(xix)	Last Date of receipt of Queries	: 04.07.2021

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

- 3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with 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."**
- 3.2 Digital Signature Certificate comes in a pair of signing/verification and encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.
- 3.4 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.
- 3.4.1 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>.
- 3.4.2 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.
- 3.5 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

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this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in and esupport@oilindia.in, Ph.: 0374- 2807171/7192.

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

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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, as declared in the "Bid Security Declaration Form", bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.
- 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 suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish 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. The bidder has to submit an undertaking in this regard as per attached **PROFORMA-IX**.
- iv) **ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
- v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.
- vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.
- vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" **Tab only. Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid can be**

uploaded under “Notes & Attachments” tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.

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

6.0 SCREEN SHOTS

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

7.0 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. 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 tabs: **Submit**, **Read Only**, **Print Preview**, **Check**, **Technical RFX Response**, and **Close**. Below these, the **RFX Response Number** is 60038748 and the **RFX Owner** is BHARALI. The **Total Value** is 0.00. The main form has tabs for **RFX Information**, **Items**, and **Notes**. Under **RFX Information**, there are sub-tabs: **Basic Data**, **Questions**, and **Technical Attachments**. The **Event Parameters** section includes:

- Currency:** A dropdown menu set to 'Indian Rupee'. A callout states: 'Bidder to select the currency of the Response'.
- Detailed Price Information:** A dropdown menu set to 'No Price'. A callout states: '"Total Bid Value" is mandatory in "No Price" RFX only'.
- Terms of Payment:** A field with a small icon.
- Total Bid Value:** A yellow input field. A callout states: '"Total Bid Value" considering all the taxes & duties.'

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.

8.0 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:

- 8.1 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)].
- 8.2 "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.
- 8.3 "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

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- 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

8.4 The beneficial owner for the purpose of para 8.3 above will be as under:

8.4.1 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;

8.4.2 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;

8.4.3 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;

8.4.4 Where no natural person is identified under (8.4.1) or (8.4.2) or (8.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

8.4.5 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.

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

8.6 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

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contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.

- 8.7 **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.
- 8.8 The bidders to provide an undertaking as per **Exhibit-II** along with their bid complying with Clause No. 8.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- 9.0 OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

NABANITA DEKA
Senior Manager – Contracts
For General Manager – Contracts
FOR RESIDENT CHIEF EXECUTIVE

INSTRUCTIONS TO BIDDERS

1.0 ELIGIBILITY OF THE BIDDER:

- 1.1 The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC) of the tender 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 (ITB)
 - c) Bid Evaluation Criteria (BEC)
 - d) General Conditions of Contract (GCC) : Part-I
 - e) Schedule of Work, Unit, Quantities (SOQ) : Part-II
 - f) Special Conditions of Contract (SCC) : Part-III
 - g) Safety Measures (SM) : Part - IV
 - h) Integrity Pact (IP) : Part - V
 - i) Bid Form : Proforma - I
 - j) Statement of Non-Compliance : Proforma-II
 - k) Authorisation for Attending Bid Opening : Proforma-III
 - l) Proforma of Letter of Authority : Proforma-IV
 - m) Bid Security Declaration : Proforma-V
 - n) Proforma for E-Remittance : Proforma-VI
 - o) Format of Performance Security : Proforma-VII
 - p) Agreement Form : Proforma-VIII
 - q) Format of Undertaking by Bidders towards submission of authentic information/documents : Proforma - IX
 - r) Certificate of Compliance of Financial Criteria : Proforma - X
 - s) Proforma of Bank Guarantee towards PP-LC (Proforma - XI)
 - t) Commercial Check List (Proforma - XII)
 - u) Undertaking towards submission of Bank Guarantee (Proforma - XIII)
 - v) Format for undertaking from TPIA (Proforma – XIV)
 - w) Certificate of Annual Turnover & Net Worth Proforma – XV)
 - x) Format of agreement between bidder and their parent company/100% subsidiary company (Proforma – XVI)
 - y) Parent company/subsidiary company guarantee (Proforma – XVII)
 - z) Form of performance bank guarantee for ultimate parent/supporting company (Proforma – XVIII)
 - aa) Undertaking of key personnel of the Technical collaborator/Subsidiary/Parent company/Joint Venture Partner experience (Proforma-XIX)
 - bb) Corporate Guarantee of parent/ultimate parent/Holding company. (Proforma – XX)

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- cc) Curriculum Vitae (CV) Format of Project Manager and Technology Architect (Proforma-XXI)
 - dd) Certificate of Compliance of meeting Bid Reject Criteria (Proforma-XXII)
 - ee) Declaration of Compliance of meeting Bid Reject Criteria (Proforma-XXIII)
 - ff) Price Bidding Format (Attached under “**Notes and Attachments**” tab of OIL’s E-Tender portal)
 - gg) Technical Evaluation Sheet for BEC-BRC & others
 - hh) Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoP&NG (Annexure - I)
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 3.0 TRANSFERABILITY OF BID DOCUMENTS:**
- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 In case of E-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.
- 4.0 AMENDMENT OF BID DOCUMENTS:**
- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in OIL’s E-Tender Portal in the Tab “Technical Rfx” and under External Area - “Amendments” folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal [“Technical RFX” Tab and under the folder “Amendments”] for any

amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 PREPARATION OF BIDS:

5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 Bidder's/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone/Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

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 No. 8.0.
- c) Bid Security Declaration
- d) Copy of Bid Form without indicating prices in Proforma-I.
- e) Statement of Non-compliance as per Proforma - II.
- f) Copy of Priced Bid without indicating prices.
- g) Integrity Pact digitally signed by OIL's competent personnel as Part-VI.
- h) Proforma-IV attached with the bid document to be signed by the bidders Authorized representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: No price should be mentioned in the "Technical Attachments" tab.

(B) The Price Bid as per the Price Bid Format shall be uploaded in "Notes and Attachments" tab.

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

6.0 BID FORM: The bidder shall complete the Bid Form and upload the same along with their bid.

7.0 BID PRICE:

- 7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.
- 7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.
- 7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder and the evaluation and comparison of bids shall be made considering the quoted GST in the Price Bid Format. 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 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in BID EVALUATION CRITERIA (BEC), of the tender documents.

- 9.0 BID SECURITY:** The Bid Security is required to protect the Company against the risk of Bidder's conduct. In this regard, the bidders shall submit along with their bid a signed "Bid Security Declaration" (Proforma-V). Any bid not secured in accordance with Proforma-V above shall be rejected by the Company as non-responsive.

10.0 PERIOD OF VALIDITY OF BIDS

- 10.1 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 Original Bid Closing Date.
- 10.2 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.

11.0 SIGNING & SUBMISSION OF BIDS:

- 11.1 Signing of bids:

- 11.1.1 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 shall be submitted by bidder.

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

- 11.1.2 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 authorization (as per Proforma-IV) shall be indicated by written Power of Attorney accompanying the Bid.
- 11.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 11.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

11.2 Submission of bids:

The tender is processed under **Single Stage Two Bid** system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proformas (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the

“Technical Attachment” Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as ‘Attachment’ under “Notes & Attachments” Tab. No price should be given in the “Technical Attachment”, otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to GM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) 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) Any other document required to be submitted in original as per bid document.
- Documents sent through E-mail/Fax/Telephonic method will not be considered.

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

11.2.2 Timely delivery of the documents in physical form as stated in Para 11.2 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.

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

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 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.

12.2 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.

12.3 The documents in physical form as stated in Para 11.2 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.

- 13.0 LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.
- 14.0 MODIFICATION AND WITHDRAWAL OF BIDS**
- 14.1 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.
- 14.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 14.3 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. In case any bidder withdraws their bid within the bid validity period, as declared in the “Bid Security Declaration Form”, bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.
- 15.0 EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.
- 16.0 BID OPENING AND EVALUATION:**
- 16.1 Company will open the Bids, including submission made pursuant to clause 11.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-III) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 16.2 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.
- 16.3 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.
- 16.4 Bids which have been withdrawn pursuant to clause 14.0 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.

- 16.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security Declaration and such other details as the Company may consider appropriate.
- 16.6 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.
- 16.7 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.
- 16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.9 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.

17.0 OPENING OF PRICED BIDS:

- 17.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 17.2 In case of two bid system, 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

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Bidders will be intimated about the Priced Bid Opening Date & Time in advance.

- 17.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 17.4 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.

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.

- 18.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.

- 18.1 Discounts/Rebates:

- 18.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

- 18.1.2 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 considering such discounts/rebates.

- 19.0 CONTACTING THE COMPANY:**

- 19.1 Except as otherwise provided in Clause 16.0 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 16.6.

- 19.2 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.

- 20.0 AWARD OF CONTRACT:**

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

21.0 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.

22.0 NOTIFICATION OF AWARD:

22.1 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.

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

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

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

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

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

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

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

h	SWIFT Code	SBININBB479
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If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

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

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

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

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

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

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

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The Bank details are as under:

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

23.4 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of

contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

- 23.5 The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

24.0 SIGNING OF CONTRACT:

- 24.1 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.
- 24.2 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.
- 24.3 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 bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

- 25.0 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.

26.0 MOBILISATION AND ADVANCE PAYMENT:

- 26.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 26.2 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 mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

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

27.0 INTEGRITY PACT:

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

- 27.2 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

- a. Shri Sutanu Behuria, IAS (Retd.),
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

28.0 LOCAL CONDITIONS:

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

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

Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

29.0 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.

30.0 GOODS AND SERVICES TAX:

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

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

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

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

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

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

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

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed

and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

- 30.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 30.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 30.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 30.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 30.9 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 30.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 30.11 The Supplier of Goods/Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 30.12 In case the GST rating of bidder on the GST portal/Govt. official website is negative/black listed, then the bid may be rejected by OIL.
- 31.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG (or as

amended from time to time) [Copy of the Policy is enclosed Vide Annexure - I].

31.1 The participating Bidder must be incorporated in India and must maintain more than 20% local content for the offered services. With regard to calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase Preference Policy (Linked with Local Content) 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 company.

31.2 In all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Purchase preference will be given as per PP-LC policy to Class-I local suppliers only.

[Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy; Class-II local supplier': means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under PP-LC policy]

31.3 All the bidders (i.e. Class I Local supplier and Class II Local supplier) shall provide the percentage of Local content in their bid irrespective of whether they are availing or not availing Purchase preference under PP-LC policy and are also required to submit the requisite documents as per requirement of PP-LC policy notified vide letter no. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG (or as amended from time to time).

BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)

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

1.0 FINANCIAL CRITERIA

- 1.1** Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **₹ 1,05,04,275/-** (Rupees One Crore Five Lakh Four Thousand Two Hundred Seventy-Five Only).
- 1.2** "**Net worth** of bidder must be positive for preceding financial/accounting year.

NOTE:

The Net worth to be considered against Clause 1.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

Notes to BEC Clause 1.1 above:

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

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

OR

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

NOTE:

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

ii) In case the Audited Balance sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State

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Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date 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 undertaking in support of the same along with their technical bid as per **PROFORMA-X**.

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

d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.

e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in clause 1.1.

f. In case the bidder is a sister subsidiary or co-subsidiary company or subsidiary (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:

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

NOTES:

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

2.0 TECHNICAL CRITERIA

2.1 Bidder must be incorporated in India and must maintain more than 20% local content for the offered services.

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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 shall be applicable as per the Notification(s) and any amendment thereof.

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.

A copy of Certificate of Incorporation must be provided along with the Bid.

2.2 Work Experience of the Bidder:

2.2.1 Bidder must have experience of similar work in India or abroad in the last 7(seven) years reckoned from the Original Bid Closing Date fulfilling the following conditions:

- i) At least 01 (one) similar work in Oil & Gas industry.
- ii) Must have successfully designed, hosted, implemented and maintained at least 01 (one) similar work on cloud hosted infrastructure
- iii) At least 01 (one) similar work with at least 1000 end users at client under a single contract.

“SIMILAR work” mentioned above means “Supply/Development, implementation & commissioning of the proposed HSE Software.”

For proof of requisite Experience (refer Clause No. 2.2.1 above), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:

- A. Contract/Work order document showing detailed scope of Job and quantum;

AND

- B. Job Completion Certificate showing:
 - (i) Number of job done
 - (ii) Nature of job done along with Work order no./Contract no.
 - (iii) Contract period and date of completion.
 - (iv) Bidder must submit Certificate from CEO/Country Head / Chief Operating Officer/Authorized Signatory/ Partner holding the Power of Attorney of the organization and client certificate to substantiate the number of users.

OR

- C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:

- (i) Work order no./Contract no.
- (ii) No of jobs done
- (iii) Period of Service
- (iv) Nature of Service
- (v) Bidder must submit Certificate from CEO/Country Head /Chief Operating Officer/Authorized Signatory/ Partner holding the Power of Attorney of the organization and client certificate to substantiate the number of users.
- (vi) Any other document(s) which can substantiate the experience

Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.

Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume/value, as stipulated under Clause Nos. 2.2.1 shall only be treated as acceptable experience.

2.2.2 Bidder must be the **IPR (Intellectual Property Rights) Owner / Original Licensor OR Subsidiary of IPR owner / Authorized implementation partner by IPR owner** of the software proposed for implementation. (Original Licensor / IPR Owner is defined as the company holding software licensing rights and controlling software development cycle).

In this regard Certificate from the CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization must be submitted by the bidder. If the bidder is Authorized Implementation Partner or Subsidiary of the Original Licensor / IPR owner, the bidder is required to submit the proof of being the Authorized Implementation Partner or subsidiary of the original licensor / IPR Owner along with their bid submission like Letter of Authorization/Comfort Letter from the Original Licensor /OEM.

2.2.3 The proposed software by the bidder must have undergone **at least 2 (two) upgrades and/or updates over the last 2 years reckoned** from the Original Bid Closing Date. In this regard a self-certification must be provided by the CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization along with **build notes/release notes** to substantiate the changes in each version upgrade/update.

In this regard bidder must submit Certificate from CEO/Country Head / Chief Operating Officer/Authorized Signatory/ Partner holding the Power of Attorney of the organization, job completion certificate, work order no. and client certificate to substantiate the number of users.

2.2.4 Bidder should take responsibility of provisioning cloud infrastructure, hardware requirements, software requirements and associated licenses etc. to implement the end-to-end solution successfully. In this regard bidder must

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submit Certificate from CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization as per attached **PROFORMA XXII**.

2.2.5 Bidder should submit a 'No Deviation Certificate' against the functional requirements mentioned in Scope of Work and Special Terms and Condition of the Tender. In this regard, bidder must submit Certificate from CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization as per **PROFORMA II**.

2.2.6 The bidder must submit the CVs of all the Team Members proposed to be deployed as per Section 8 of the Scope of Work / Special Terms & Conditions for this project as per attached **PROFORMA XXI** duly certified by CEO/Country Head / Chief Operating Officer OR by any Partner holding the Power of Attorney along with the bid.

2.2.7 Bidder should provide an undertaking of providing manpower as per Manpower requirement Section 8 of the Scope of Work / Special Terms & Conditions. In this regard, bidder must submit a Certificate from CEO/MD/Authorized Signatory or POA of the organization as per attached **PROFORMA XXII**.

Notes to BEC Clause 2.2.1 above:

(A) Evaluation for 'Start-Ups'

Following evaluation methodology shall be adopted for the bidders who are recognised as 'Start-ups' by DPIIT (Department for Promotion of Industry and Internal Trade), Ministry of Commerce & Industry, Govt. of India.

- They are exempted from complying Annual Financial Turnover Criteria mentioned in Clause No. 1.0
- They must have relevant experience of **"Supply/Development, implementation & commissioning of the proposed HSE Software"** as mentioned above in BEC Clause No. 2.2.1
- Bidders claiming above exemptions as "Start-Ups" must substantiate same with a certificate issued by DPIIT which should be valid as on bid closing date.

(B) For proof of requisite Experience documents mentioned in Clause No. 2.2.1 above must be submitted along with the bid:

2.2.8 Following work experience will also be taken into consideration:

- (i) If the prospective bidder has executed contract in which similar work is also a component of the contract.

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(ii) In case the start date of the requisite experience is prior to the preceding 07 (seven) years' period reckoned from the original bid closing date but completion is within the preceding 07 (seven) years' period reckoned from the original bid closing date.

Proof of work experience against Para 2.2.5 (i) and (ii) above, to satisfy a) similar work b) minimum prescribed value/quantity/period c) prescribed period of 07 years, to be submitted as below:

i) In case requisite experience is against OIL's Contract: Bidder must submit the breakup of similar work and its quantity, period mentioning SES No. and copies of all relevant SES.

ii) **In case requisite experience is NOT against OIL's Contract:** Bidder must submit the breakup of similar work and its quantity/volume executed within the prescribed period of 07 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

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

Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause nos. 2.2 above can also be considered provided the bidder is a subsidiary company of the parent company **[supporting company]** in which the parent company has 100% stake **or** parent company can also be considered on the strength of its 100% subsidiary **[supporting company]**. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.

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

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

(i) Undertaking by the supporting company to provide a performance security as per format and instructions enclosed at **PROFORMA-XVIII**, equivalent to 50% of the value of the performance security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.

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(ii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case supporting company fails to submit performance bank guarantee as per (i) above action will be initiated as per **PROFORMA- V** of this Tender Document.

2.4 ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF EXPERIENCE OF SISTER SUBSIDIARY/ CO-SUBSIDIARY COMPANY:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 2.2 can also be considered based on the experience criteria of their sister subsidiary/ co-subsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions:

i) Provided that the sister subsidiary/ co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/ holding company along with the technical bid.

ii) Provided that the sister subsidiary/ co-subsidiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the experience criteria stipulated in the BEC/BRC.

iii) In case of contracts involving multifarious activities such as – (a) manufacturing/ supply (b) installation and commissioning (c) servicing and maintenance of any equipment, then in that case, the bidding company can draw on the experience of their multiple subsidiary sister company (ies) / co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacturing/supply (b) installation and commissioning (c) servicing and maintenance. However, all the sister subsidiary company(ies)/ co-subsidiary company(ies) and the bidding company should be 100% subsidiary company(ies) of an ultimate parent/ holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/ holding parent company.

iv) Undertaking by the supporting company to provide a performance security as per format and instructions enclosed at **PROFORMA-XVIII**, equivalent to 50% of the value of the performance security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.

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v) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case supporting company fails to submit performance bank guarantee as per (i) above action will be initiated as per **PROFORMA – V** of this Tender Document.

Note to Clause 2.2, 2.3 & 2.4 above

i) Bidders quoting on the technical strength as per clause nos. 2.2, 2.3 & 2.4 should provide the respective services including key personnel from parent/ sister subsidiary / co-subsiary / JV partner for a minimum duration of 50% of the Contract period during execution of the contract. A declaration as per **Annexure-VII** in this respect to be submitted as part of technical bid.

ii) In cases where subsidiary/parent/ sister subsidiary / co-subsiary companies do not have Permanent Establishment in India, the bidding company can furnish Performance Security **equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company.** In such case bidding company shall furnish an undertaking in their Company's letter head that their subsidiary/parent/ sister company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

2.5 SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

2.6 Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in clause 2.2.

2.7 Bids from following types of bidder will not be accepted:

- Who are in the Holiday list of OIL or its Administrative Ministry, MoPNG.
- Who are under liquidation, court receivership or similar proceedings.
- Consultant or their subsidiary Company or companies under the management of consultant for execution of the same project for which they are working as consultant.
- Who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
- Whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of the bid.

In this regard bidder must submit Self-Declaration in format duly certified by CEO/Country Head / Chief Operating Officer/Authorized

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Signatory/Partner holding the Power of Attorney along with the bid as per **PROFORMA XXIII.**

- 3.1** Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.
- 3.2** Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.
- 3.3** If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be considered for evaluation.
- 3.4** The quantities shown against each item in the “Price Bid Format” shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 3.5** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- 3.6** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 3.7** **PURCHASE PREFERENCE CLAUSE:** Purchase Preference to MSE's is not applicable against this Tender.
- 4.0** **EVALUATION METHODOLOGY:** 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 given below:
 - 4.1** Bids shall be evaluated both in terms of ‘Quality’ as well as ‘Quoted Price’ i.e. Quality & Cost Based Selection (QCBS) methodology. **The weightage for the ‘Quality’ is 60 and the weightage for the ‘Quoted’ price is 40.**
 - 4.2** The marks allocated against various sub-sections under ‘Quality’ of Bid shall be as hereunder:

COMPUTATION TABLE				
#	Criteria	Unit Marks	Max Marks	Supporting Documents
A.	Proposed Software Evaluation			
1.	Number of projects completed in <u>Supply/Development, implementation & commissioning of HSE Software</u> using the proposed software in India or abroad under a single contract over the last <u>7 (seven) years</u> reckoned from the Original Bid Closing Date	a) ≥ 1 & ≤ 3 Assignments: 5 Marks b) ≥ 4 & ≤ 6 Assignments: 10 Marks c) ≥ 7 Assignments: 15 Marks <u>Additional Marks</u> 2 Mark for every project in Oil & Gas Industry (Max 10 Marks)	25 Marks	As defined under Clause 2.2.1
2.	The proposed EHS software should be recognized as part of Leaders segment by Verdantix under their <u>Verdantix Green Quadrant :EHS Software report</u> both in 2019 & 2021.	25 Marks	25 Marks	Copy of Verdantix Green Quadrant: EHS Software reports self-attested by CEO/MD/Authorized Signatory/POA of the bidding company to be submitted along with the bid. Note: In case it is attested by authorized signatory other than CEO/MD/, the contact details of the signatory must be mentioned for verification by OIL.

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3.	Number of projects delivered in <u>implementation of HSE Software</u> involving <u>SAP ERP integration</u> in India or abroad by the bidder in the <u>last 7 years</u>	a) ≥ 1 & ≤ 2 Assignments: 5 Marks b) ≥ 3 Assignments: 10 Marks	10 Marks	As defined under Clause 2.2.7
4.	Certification : CMMi Level 3 or higher	10 Marks	10 Marks	Copy of valid certificate(s) issued to the bidder or OEM of the proposed software signed by CEO/MD/Authorized Signatory/ POA of the organization. (Certificates provided should be valid as on bid closing date)
B.	Proposed Manpower Evaluation			
5.	Experience of Project Manager in leading similar assignments of <u>implementation & commissioning of proposed EHS Software</u> over the last 5 years.	a) For ≥ 1 & ≤ 2 Assignments: 5 Marks b) For ≥ 3 & ≤ 4 Assignments: 10 Marks c) For ≥ 5 Assignments: 15 Marks	15 Marks	Experience certificate with details of the project and client details (including contact number and email ID for reference call) certified by CEO/MD/Authorized Signatory/POA is required. Refer Annexure C5
6.	Experience of Technology Architect in delivering similar assignments of <u>implementation & commissioning of proposed EHS Software Modules</u> over the last 5 years.	a) For ≥ 1 & ≤ 2 Assignments: 5 Marks b) For ≥ 3 & ≤ 4 Assignments: 10 Marks c) For ≥ 5 Assignments: 15 Marks	15 Marks	
Total			100 Marks	

Notes to section 4.2:

- i. To demonstrate experience against criteria specified in above table, bidder must submit relevant documents as per **clause 2.2.1 above**
 - ii. It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria.
 - iii. OIL reserves the right to verify any or all data/document/information provided by the bidder. False statement by the bidder will make it liable for appropriate action.
 - iv. Price Bids shall be evaluated taking into account the Price quoted for all services including applicable GST (CGST & SGST/UTGST or IGST).
 - v. Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.
- 4.3 To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

An Evaluated Bid Score (B) will be calculated for each bid using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = \frac{C_{low}}{C} \times 100 \times X + \frac{T}{T_{high}} \times 100 \times Y$$

where,

C = Evaluated Bid Price of the bidder

C_{low} = The lowest of the evaluated bid prices among the responsive bids

T = The total marks obtained by the bidder against "Quality" criteria

T_{high} = The highest mark scored against "Quality" criteria among all responsive bids

X = 0.4 (The weightage for "Quoted price" is 40 %)

Y = 0.6 (The weightage for "Quality" is 60 %)

Note: The Evaluated Bid Score (B) shall be considered up to two decimal places.

5.0 AWARD OF CONTRACT:

- 5.1** Contract shall be awarded to the bidder with the highest Evaluated Bid Score (B).
- 5.2** In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against 'Quality' criteria will be

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recommended for award of contract. Even if there is a tie, 'draw of lots' will be resorted to arrive at the recommended bidder.

- 5.3** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation.

6.0 VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES:

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

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulflloyds.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com

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

6.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

6.4 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:

- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.
- (b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empaneled third**

party agency shall not automatically make the bidder eligible for award of contract.

(c) Verification of documents (but not limited to) are normally categorized as under:

i. General Requirement:

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company
- Check Bidder's Certificate of Incorporation – Domestic Bidder.

ii. Additional Documents : (If applicable against the tender)

- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern

iii. Technical Criteria

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.

iv. Financial Criteria

- Check and verify Audited Balance Sheet/CA certificate
- To check the Line of Credit, if incorporated in the tender.

Notes:

- (i) **If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.**
- (ii) **Undertaking from TPI Agency as per format (PROFORMA - XIV) enclosed should be submitted along with the Bid.**

7.0 COMMERCIAL EVALUATION CRITERIA:

7.1 Bids shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **“Technical Attachments” Tab** and Priced Bid as per Proforma-B uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.

7.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain

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firm during the execution of the contract and not subject to variation on any account.

- 7.3 Bids should be valid for a period of **120 (one-hundred twenty)** days. Bids with shorter validity shall be rejected as being non-responsive.
- 7.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **“Bid Security Declaration” (PROFORMA-V)** accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 7.5 The Integrity Pact must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected.
- 7.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 7.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids shall not be considered and shall be straightway rejected.
- 7.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 7.9 Any Bid containing false statement shall be rejected.
- 7.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid shall be summarily rejected.
- 7.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.
- 7.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:
- i) Performance Security Clause
 - ii) Taxes Clause
 - iii) Insurance Clause

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- iv) Force Majeure Clause
- v) Termination Clause
- vi) Arbitration Clause
- vii) Liability Clause
- viii) Withholding Clause
- ix) Liquidated damages Clause
- x) Firm price
- xi) Bid Security Declaration
- xii) Integrity Pact

8.0 GENERAL:

- 8.1** In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.
- 8.2** To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 8.3** If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.
- 8.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 8.5** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 8.6** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

PART-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.

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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.

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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.

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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.

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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.

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

4.0 CONTRACT TIMELINE:

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

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK/CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

6.4 Comply with all applicable statutory obligations specified in the contract.

6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting

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

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10.0 PERFORMANCE SECURITY:

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

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 who 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-Schedule 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

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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. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

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

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

11.0 SIGNING OF CONTRACT:

11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA **as well as GCC & SCC as prescribed in the Tender**, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the 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].

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.

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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.

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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

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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

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endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 Certificate of Insurance:

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

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

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

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

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

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

14.9 Principal Assured:

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

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

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

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

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

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

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

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

14.13 Loss Payee Clause:

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

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

14.14 On account payment to OIL in case of claim

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

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

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

- i) **Workman Compensation and/Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.

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- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

15.0 LIABILITY:

- 15.1** Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.
- 15.2** The CONTRACTOR shall protect, defend, indemnify and hold harmless

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COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

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

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and any suit, claim or expense resulting there from.

15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

15.8 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

16.0 LIMITATION OF LIABILITY:

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

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA

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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

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

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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

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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

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any circumstances.

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

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- and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.
In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

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

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

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

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

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

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

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

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- 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

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otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

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

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

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

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

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- adhere to such laws.
- iv) Any payment due from CONTRACTOR in respect of unauthorised imports. When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.

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

34.0 APPLICABLE LAWS:

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

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

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

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

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

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions

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- 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

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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

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the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
- iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
- iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

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

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

40.0 SEVERABILITY:

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

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

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent

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document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:**42.1 Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME):**

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

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

- 5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

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- 6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- 7) Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- 8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)
- 9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20% of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
- 10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
- 11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.
- 12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
- 13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- 14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in

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

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

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

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

42.4 Resolution of disputes through conciliation by OEC

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

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

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

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

42.5 Exclusions

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

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

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- 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].
- 44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth,

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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. 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.

PART II**SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)**

DESCRIPTION OF WORK/SERVICE: IFB No. CDH7317P22 for 'Implementation of initiative-HSSE Incident Reporting and Tracking Application for four (04) years and six (06) months and extendable by one (01) year under the Digitization Project (DRIVE).

SOLUTION IMPLEMENTATION AND 6 MONTHS WARRANTY POST GO-LIVE

Item No.	Description of Services	UOM	Estimated Quantity
10	Implementation of Solution including change and project management inclusive of 6 months of software licenses cost for 1000 users and associated cloud infrastructure with solution warranty.	Lump-Sum	1
20	Software license for (including cloud infrastructure) for 1000 users and solution warranty for 6 months applicable after solution Go-Live	Lump-Sum	1
30	Additional One-time software licenses / connectors for SAP (including supply, installation. configuration etc.)	Lump-Sum	1

ANNUAL SAAS CHARGES, MAINTENANCE & SERVICE SUPPORT COST

Item No.	Description of Services	UOM	Estimated Quantity
10	Software License for Year 2 (including Cloud Infrastructure)	Number of Users	1000
20	Software License for Year 3 (including Cloud Infrastructure)	Number of Users	1000

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30	Software License for Year 4 (including Cloud Infrastructure)	Number of Users	1000
40	Hourly Support Services Rate for post deployment solution Maintenance / Developments (applicable after end of solution warranty)	Hours	2000
50	Online Training Sessions	Hours	240
1. Tenure of Agreement: 4.5 years and extendable by one (01) year from the commencement of the service i.e. after completion of mobilization			
2. Mobilisation Period: 15 (fifteen) days from the date of issue of Work Order. Mobilization shall be considered as completed once a kick-off meeting is done between OIL and the Successful Bidder.			

PART-III

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. INTRODUCTION

1.1 Purpose of Document

The purpose of this document is to describe the functional & technical specifications for the S&E Portal solution.

1.2 Background & Context

Oil India Limited (OIL) is a premier Indian National Oil Company engaged in the business of exploration, production and transportation of crude oil and natural gas, and production of LPG. The company's history spans the discovery of crude oil in the far east of India at Digboi, Assam in 1889 to its present status as a fully integrated upstream petroleum company.

OIL has a long history of exploration and production of hydrocarbons in the fold- belts of Upper Assam and Arunachal Pradesh. Now its exploration efforts are not limited to India but have crossed its borders to have global footprint as well. At present OIL has in- country Field Headquarters at Duliajan Assam, Pipeline Headquarters at Guwahati, Assam, Project offices at Jodhpur (Rajasthan) and Kakinada (Andhra Pradesh), Shipping office at Kolkata (West Bengal), E&D Directorate, Delhi and Corporate office at Noida.

The Safety & Environment Department is the 'Nodal Department' of OIL, entrusted with responsibilities for improvement in HSE Management system in the entire operational activities of Oil India Limited. Proactive approach has been taken in addressing HSE related issues for effective implementation of OIL's HSE policy and guidelines. S&E department's aim is to achieve world-class excellence in Safety, Occupational health and Environment in the most sustainable approach with state-of-the-art technologies. The S&E Department has contributed significantly to the OIL's overall performance in enhancing the safety standards, improving loss prevention, monitoring and promoting environment protection, pollution control measures, fire control & protection measures and monitoring of occupational health services and to achieve the lowest rate of LTIF. The S&E Department comprises of three sections:

- Safety
- Environment
- Fire Service

OIL has embarked on Project DRIVE (Digital Readiness for Innovation and Value in E&P) to leverage the recent advances in digital technologies and advanced analytics to improve efficiency, increase safety, reduce wastages,

increase customer value, achieve effective decision making and to address the challenges posed by ever changing business requirements.

1.3 Solution Description & Business Context

The purpose of the portal is to enable a proactive Safety Culture by gathering Safety and Environment data from All Business units and locations within an organization.

The expected business benefits are:

- Create an organized and centralized compliance effort by helping OIL to keep all compliance standards and regulations in one place to stay on top of safety, and environmental performance.
- Safer employees and a cleaner environment by making it easier to track and improve safety performance leading to healthier, happier, more productive employees and also make OIL more environmentally friendly leading to more value for OIL on account of fewer fines and settlements.
- Improved incident management by helping OIL to respond quickly and thoroughly and to prevent similar incidents in the future through record keeping and information sharing.

The S&E Portal is intended to enhance operations by providing a digitally integrated platform that helps to digitize the data collection process, streamline workflow and provides rapid insights on S&E performance. It shall also serve the following functions:

- Provide a live dashboard
- Analyze gathered data in the portal
- Generate reports and insights for S&E stakeholders
- Send notifications on select item reminders / status updation
- Analyze and benchmark various locations & Business Units based on Safety Performance Metrics.

Scope of this solution will encompass entire organization of OIL.

The bidder will be responsible for:

- Providing Software-as-a-Service (SaaS) hosted on public cloud-based server and system integration
- Transfer of data from and to deployed software solution to SAP
- Development of point solutions to suffice the requirements mentioned in the scope
- Training of employees and other on the developed solution

2. SOLUTION SPECIFICATIONS**2.1 Functional Requirement**

SL. NO.	MINIMUM FUNCTIONAL REQUIREMENT
A.	DASHBOARD, MIS REPORTING & ANALYTICS
1.	The S&E portal is intended to be a single point of reference for all S&E role holders to input, read data and view reports. Portal should be appropriately sectioned into Corporate S&E and various Business Units (Production Installations, Drilling, Workover, Mines etc.) with each business unit having access to all the modules mentioned in functional requirements.
2.	<p>S&E Dashboard which shall contain the following Key Performance Parameters collectively and individually for business.</p> <ul style="list-style-type: none"> a Accident free manhours of Organization b Scroll message c Safety events d Key indices of safety measurement <ul style="list-style-type: none"> • Fatalities • Major Incidents • Minor Incidents • Near Misses e Safety alerts f Safety Leaderboard
3.	<p>Reports and Trends for user assigned tasks:</p> <ul style="list-style-type: none"> • Responsible User task report • Department Wise task report • Category wise task report • Overdue task report
4.	User should be taken to associated BU dashboard when logged in.
5.	Content shown is to be based on the role of the user/location/region/ HQ of that BU.
6.	In addition to details and KPI's mentioned above, the Dashboard, MIS Reporting & Analytics should broadly comply with guidelines listed in the IOGP (International Association of OIL & Gas Producers) Report 456 - Recommended practice on Key Performance Indicators.

SL. NO.	MINIMUM FUNCTIONAL REQUIREMENT
B.	AUDIT MANAGEMENT
7.	<p><u>INTERNAL SAFETY AUDIT</u></p> <ul style="list-style-type: none"> • Generate audit plans and assign internal auditors for <ul style="list-style-type: none"> ○ Pre-Spud Audit (see Appendix 2) ○ Pre-Workover Audit (see Appendix 3) ○ Multidisciplinary Safety Audit ○ Surprise Safety Inspection ○ Fire Safety Audit ○ Environmental Audit (see Appendix 4) • Notify relevant parties on status of audits and compliances. • Track compliance of individual audit points. <ul style="list-style-type: none"> ○ Audit Points can be assigned to users directly ○ Users can resolve/close Audit Points. ○ Audit Points flow back to the Audit module to keep the assigner informed of closures. ○ Follow up reminders to ensure all tasks are comply to deadline along with escalation to supervisor. ○ Rule based escalation mechanism include role-based email alerts/reminders. ○ Option for administrator or senior S&E Managers to re-open incorrectly closed audit observation with notification to supervisor and delay calculated basis original audit point assignment date. • Generate comprehensive reports and graphs of audits organization-wide.
8.	<p><u>EXTERNAL SAFETY AUDIT</u></p> <ul style="list-style-type: none"> • Upload external safety-audit findings via an excel file: • DGMS (refer Appendix 5) • OISD (refer Appendix 6) • MoEFCC • Notify relevant parties on status of audits and compliances. • Track compliance of individual audit points. • Audit Points can be assigned to users directly. • Users can resolve/close Audit Points. • Audit Points flow back to the Audit module to keep the assigner informed of closures. • Follow up reminders to ensure all tasks comply to deadline along with escalation to supervisor. • Rule based escalation mechanism include role-based email alerts/reminders. • Option for administrator or senior S&E Managers to re-open incorrectly closed audit observation with notification to supervisor and delay calculated basis original audit point assignment date.

SL. NO.	MINIMUM FUNCTIONAL REQUIREMENT
	<ul style="list-style-type: none"> • Generate comprehensive reports and graphs of audits.
C.	INCIDENT MANAGEMENT & REPORTING
9.	<ul style="list-style-type: none"> • Record comprehensive incident details.
10.	<ul style="list-style-type: none"> • Upload documents and photos of incidents.
11.	<ul style="list-style-type: none"> • Generate and track Corrective and Preventive Actions (CAPAs) • CAPAs can be assigned to users directly. • Users can resolve/close CAPAs. • CAPAs flow back to keep the CAPA raiser informed of closures. • Follow up reminders to ensure all tasks comply to deadline along with escalation to supervisor. • Rule based escalation mechanism. • Role based email alerts/reminders. • Option for administrator or senior S&E Managers to re-open incorrectly closed CAPA with notification to supervisor and delay calculated basis original CAPA assignment date.
12.	<ul style="list-style-type: none"> • Comprehensive analytics of incidents.
13.	<ul style="list-style-type: none"> • Track status of incident closures.
14.	<ul style="list-style-type: none"> • This data entry form shall contain the following types of fields: • Events involving release of containment of hazardous materials. • Process Details Involved - Date, Time, Location, Department. • Uncontrolled Release - Material Involved, quantity released, duration of release. • Injury Details - Type of injury, injury party details • Explosion/Fire/Loss - Fire duration, explosion, loss, evacuation, shutdown. • Incident Analysis - What happened, cause of incident, recommendations. • Additionally, it shall also contain all fields as highlighted in OIL's ERP process (see Appendix 7), OISD FIR (see Appendix 8) and OMR Forms 4A, 4B, 4C (see Appendix 9) with a provision to add more inputs as required as per PNGRB guidelines, Chief Inspector of Factories, PESO etc.
D.	HAZARD, RISK ANALYSIS AND NEAR MISS REPORTING
15.	Workflow for Hazard/Near Miss Identification, Assessment, determining existing controls, risk estimation and recommendations to reduce risks. (refer Appendix 10)
16.	Identification of Hazards/Near Miss and People affected - Nature/Type of hazard/Near Miss, consequences and people affected.

SL. NO.	MINIMUM FUNCTIONAL REQUIREMENT
17.	<p>Classification of Hazard/Near Miss by following Causes:</p> <ul style="list-style-type: none"> • Unsafe Act • Unsafe working condition • Failure of Equipment • Lack of Knowledge • Nonuse of PPE • Lack of Training • Lack of supervision • Lack of Coordination • Environmental Factor • Etc.
18.	<p>Classification of Hazard/Near Miss by following Agencies:</p> <ul style="list-style-type: none"> • Machinery • Hand Tools • Electrical Work • Work at Height • Material Handling <ul style="list-style-type: none"> ○ Manual ○ Mechanical • Etc.
19.	<p>Each of Hazard/Near Miss Observation shall allow for capture of the following details:</p> <ul style="list-style-type: none"> • Date • Time • Zone • People • Area of observation • Etc.
20.	<p>Award Assessment for Near Misses</p> <ul style="list-style-type: none"> • Scoring/award templates provided by S&E department for all submitted Near Misses. • Scoring entry, calculation, ranking and approval mechanism for selection of Top 3 Near Misses on a Quarterly Basis.
21.	<p>Generate and assign CAPAs based on Hazard Observation. CAPAs can be assigned to users directly. Users can resolve/close CAPAs. CAPAs flow back to keep the CAPA raiser informed of closures. Follow up reminders to ensure all tasks comply to deadline along with escalation to supervisor. Rule based escalation mechanism.</p>

SL. NO.	MINIMUM FUNCTIONAL REQUIREMENT
	<p>Role based email alerts/reminders.</p> <p>Option for administrator or senior S&E Managers to re-open incorrectly closed CAPA with notification to supervisor and delay calculated basis original CAPA assignment date.</p>
22.	<p>JSA (Job Safety Analysis): (refer Appendix 11)</p> <ul style="list-style-type: none"> • Form to record Job Safety Analysis containing fields for Date, Unique JSA Identification Number, Nature of Job, BU and personnel involved (employees, third party etc.) • Field to enter sequence of job steps. • Fields to enter Qualitative and Quantitative Assessment for each job step- Type of activity, Hazards, Conditions, Concerns and Control. • Drop-Down Provision for Controls - eg: PPE (Helmet, Safety Shoes, Safety Goggles, Hand Gloves, Safety Belt, Ear-muffs etc.), Elimination, Substitution/Reduction, Engg. Controls, Administrative Controls and Others. • Residual Risk Assessment (If applicable) - Severity, Likelihood and risk rating for residual risk after controls. • Provision to add Team Members (along with name, employee code, designation, BUs etc.) involved in making the JSA. • Provision to print, sign and upload forms or supporting materials.
E.	SAFETY EQUIPMENT MANAGEMENT
23.	<p><u>Fire Fighting Equipment (Breathing Apparatus Sets, Fire Extinguishers etc.):</u> (refer Appendix 12)</p> <p>Master list of Equipment (by different locations, categories, size, BUs, testing dates, refill dates etc.) to be uploaded on portal.</p> <p>Checklist for all fire-fighting equipment.</p> <p>Rules for Reminders and Alerts to track refilling, retesting, replacement, maintenance etc.)</p> <p>Analytics and Reports.</p>
24.	<p><u>PPE (Personal Protective Equipment):</u></p> <p>Form and workflow for different BUs to send scheduled PPE request for all their employees with data fields for employee gender, equipment type, size, periodicity of replacement etc.).</p> <p>Form and workflow for different BUs to send unscheduled PPE request for all their employees with data fields for employee gender, equipment type, size, periodicity of replacement etc.). (refer Appendix 13)</p> <p>Field to track PPE issuance to employees.</p> <p>Analytics and Reports.</p>
F.	OCCUPATIONAL HEALTH
25.	Pull employee health checkup status and age data from OIL ERP.
26.	Rules to trigger notifications and alerts when health-checkups are due based on age of the user.

SL. NO.	MINIMUM FUNCTIONAL REQUIREMENT
G.	MEETINGS MANAGEMENT
27.	<p>The meeting module is supposed to act as a one stop shop for following safety related meetings:</p> <ul style="list-style-type: none"> • Pit level Safety Meeting (refer Appendix 14) • Mines Safety Meeting • Departmental Safety Meetings (refer Appendix 15) • Field Level Safety Council Meeting • Board (Apex) Level Safety Meeting • OISD Compliance Status Appraisal • Siting Committee Meeting
28.	<p>The portal shall help with the following with regards to each meeting:</p> <ul style="list-style-type: none"> • Create agendas for meetings (refer Appendix 16, 17) • Schedule meetings • Invite users • Add Minutes of Meetings • Generate CAPAs • Track attendance
H.	ENVIRONMENT & POLLUTION CONTROL
29.	<p><u>Monthly Environmental Reports:</u> Online form to input environmental data containing the following fields: (refer Appendix 18)</p> <ul style="list-style-type: none"> • Environment Parameter Monitoring: <ul style="list-style-type: none"> ○ DG stack monitoring ○ Ambient monitoring ○ Noise monitoring ○ Formation water testing ○ Ground water testing • Raw Water & Effluent Generation Details: <ul style="list-style-type: none"> ○ Cooling ○ Domestic ○ Operation ○ Formation water • Hazardous waste generation & disposal details: (refer Appendices 19, 20, 21) <ul style="list-style-type: none"> ○ Select Waste codes and quantity of was generated as per schedule list: <ul style="list-style-type: none"> ▪ Used Oil/Gear Oil ▪ Oily Sludge ▪ Oil filters ▪ Oil used cotton & cloths ▪ Empty Container/Barrels ▪ Used Resins from Filters (Water Softner, Iron

SL. NO.	MINIMUM FUNCTIONAL REQUIREMENT
	<ul style="list-style-type: none"> removal filter) <ul style="list-style-type: none"> ▪ E-Waste ▪ Others ○ Select disposal/recycling methods ○ Maintain Manifest of waste and related forms/documentation
30.	<p>Pollution Complaints:</p> <ul style="list-style-type: none"> • Record Complaints in system and categorization as per following filters: <ul style="list-style-type: none"> ○ Gas leakage ○ Gas Flaring ○ Leakage of effluent water ○ Noise disturbance ○ Sodium vapor light effect ○ Spillage/leakage of crude oil ○ Water logging problem ○ Formation/oil water spillage due to flood ○ Animals injury/death ○ Crop Damage ○ Fire incident ○ Honorarium ○ Others • Generate and assign CAPAs. <ul style="list-style-type: none"> ○ CAPAs can be assigned to users directly. ○ Users can resolve/close CAPAs. ○ CAPAs flow back to keep the CAPA raiser informed of closures. ○ Follow up reminders to ensure all tasks comply to deadline along with escalation to supervisor. ○ Rule based escalation mechanism. ○ Role based email alerts/reminders. ○ Option for administrator or senior S&E Managers to re-open incorrectly closed CAPA with notification to supervisor and delay calculated basis original CAPA assignment date. • Closure of complaints with field to upload supporting documents, images and record compensations • Analytics and Reports <ul style="list-style-type: none"> ○ Total pollution complaints received by type, year and location ○ Total pollution complaints resolved ○ Total Pollution complaints pending

SL. NO.	MINIMUM FUNCTIONAL REQUIREMENT
31.	<u>Open, track and update status of special Environmental Studies/Projects being carried out by different BUs:</u> <ul style="list-style-type: none"> • Biodiversity Study • Subsidence Study • Tree Plantation Drives • Others
I.	SAFETY ASSURANCE CHECKLIST
32.	Categorize and add checklists.
33.	Users answer the S&E Assurance Checklists.
34.	Generate reports of the checklist responses.
J.	DOCUMENT, CONTENT AND USER MANAGEMENT
35.	<u>DRAWINGS</u> <ul style="list-style-type: none"> • Upload categorized layouts/drawings • Maintain versions
36.	<u>CERTIFICATIONS</u> <ul style="list-style-type: none"> • Upload categorized certifications • Maintain versions • Track expiry/renewal
K.	<u>INFRASTRUCTURE DATA</u>
	Upload and maintain infrastructure data within locations
37.	<u>SOPs</u> <ul style="list-style-type: none"> • Upload SOP documents • Users can read SOP documents and certify that they have read them • Track and report on which SOP's have been read by whom
38.	<u>MAN HOURS</u> <ul style="list-style-type: none"> • Upload daily man hours sheet for various employee/contractor types • Track overtime, double shift man hours etc. • Generate reports and analytics of man hours split by gender/contractors/ permanent employees etc.
39.	<u>USER MANAGEMENT</u> <ul style="list-style-type: none"> • Add/Edit/Deactivate Users • Attach Roles to users • Auto-migrate open CAPAs of user to peers when user is transferred to another location
L.	EMPLOYEE SURVEYS AND SUGGESTIONS
40.	<u>S&E SUGGESTIONS</u> <ul style="list-style-type: none"> • Users can provide S&E Suggestions

SL. NO.	MINIMUM FUNCTIONAL REQUIREMENT
	<ul style="list-style-type: none"> Admins/S&E users can assign CAPAs for approved suggestions Generate reports and analytics of S&E Suggestions
41.	<u>S&E SURVEYS</u> <ul style="list-style-type: none"> Upload survey questionnaires Users respond to surveys Generate reports and analytics of S&E Surveys
M.	LICENSE TO OPERATE
42.	<p>Planning and S&E department define the overall Legislations, Provisions, Licenses and evaluation period for different plants, locations of entire organization:</p> <ul style="list-style-type: none"> E&P Operations Pipeline LPG
43.	<p>Locations and BUs pick the applicable Legislations and Provisions from the defined list. On an annual/bi-annual basis, the locations maintain a register of all Legislation, Provision, License compliance:</p> <ul style="list-style-type: none"> PESO DGMS OISD MoEFCC MoPNRG CIF Local and State Governments
44.	<p>An indicative list of rules and acts which OIL needs to comply with are listed as follows:</p> <ul style="list-style-type: none"> Environment Rules & Acts: <ul style="list-style-type: none"> The Water (Prevention & Control of Pollution) Act The Air (Prevention & Control of Pollution) Act The Environment (Protection) Act and Rules Hazardous Wastes (Management & Handling Rules) Manufacturing, Storage & Import of Hazardous Chemical Rules <u>Ambient Noise Standards Rules & Acts:</u> <ul style="list-style-type: none"> Public Liability Insurance Act National Ambient Air Quality Standards Oil Drilling & Gas Extraction Industry Standards <u>Safety Rules & Acts</u> <ul style="list-style-type: none"> Oil Mines Regulations Mines Act Indian Electricity Rules Petroleum Rules Explosive Rules

SL. NO.	MINIMUM FUNCTIONAL REQUIREMENT
	○ Factory Act
45.	Reports and Analytics to be provided on Legislation and Provision level across all the locations and all BUs of the organization
46.	Management by Exception (via Alerts/Reminders) to upload categorized licenses, maintain versions and track expiry/renewal
47.	<p>Generate and assign scheduled tasks and reminders (quarterly, semi-annually) associated with reporting and compliance tracking for statutory bodies (eg: PESO).</p> <ul style="list-style-type: none"> a. Tasks can be assigned to users directly. b. Users can resolve/close tasks along with upload of supporting evidence. c. Resolution status flow back to keep the task raiser informed of closures. d. Follow up reminders to ensure all tasks are complied by deadline along with escalation to supervisor. e. Rule based escalation mechanism. f. Role based email alerts/reminders. g. Option for administrator or senior S&E Managers to re-open incorrectly closed tasks with notification to supervisor and delay calculated basis original CAPA assignment date.
N.	KNOWLEDGE DISSIMINATION
48.	Upload and distribute videos/PDFs of leadership talks.
49.	Upload S&E advisories & directives to distribute to the team.
50.	Upload newsletters to distribute to the team.
51.	Upload Safety related incidents and guides to distribute to the team.
52.	Broadcast urgent safety messages to all users of the portal.
53.	Upload E-Learning content/ videos/ documents to distribute to the team.
54.	Upload corporate videos to distribute to the team.
55.	Upload Business Manuals to distribute to teams within a Business Unit.
56.	Upload Corporate Manuals to distribute to all users.
O.	EMPLOYEE ENGAGEMENT
57.	<p><u>EVENTS</u></p> <ul style="list-style-type: none"> • Locations can participate in events and post pictures of the event. • Events are visible to all users on the portal.
58.	<p><u>QUIZ</u></p> <ul style="list-style-type: none"> • Question bank for quizzes is maintained. • Quizzes can be generated from the question bank, timers and time period of the quiz can be set. • Generate analytics and reports of quizzes taken by users.

SL. NO.	MINIMUM FUNCTIONAL REQUIREMENT
59.	<u>COMPETITIONS</u> Create competitions and nominate winners from the competition entries.
60.	<u>LEADERBOARD</u> Leaderboard based on points awarded to users for browsing, reading, participating in events/activities, quiz score, contributing articles etc.
P.	TICKETING SUPPORT
61.	Built-In Ticketing Module - Users should be able to raise tickets within the customer support module in the portal. Screenshots of issues can be provided.
62.	Ticket Tracking - Status of tickets can be tracked organization-wide
63.	User Guides - Each module should have a built-in user guide to help users navigate through workflows

- Bidder shall deliver readily built and mature off-the-shelf solution/software with built in best practices from Oil & Gas industry. Bidder shall provide suggestion, execute configuration and customization for the proposed solution to meet OIL's operational and business process requirement.
- The bidder must also conduct trainings on the features, user interface and process flow of the developed solution. The training needs to be carried out in person at respective locations for the operators and supervisors. Details of the training requirement are mentioned under the section of key steps of implementation.

2.2 Technical Requirements

SN	Details
A.	CLOUD INFRASTRUCTURE REQUIREMENTS
1.	Bidder should propose a SaaS based solution that is ready to be deployed on public cloud in India. As per the MEITY guidelines, proposed CSP (Cloud Service Provider) should be from the selected empaneled major cloud service providers by MEITY (Ministry of Electronics and Information Technology)
2.	Bidder to adhere to the guidelines detailed by Government of India (available at https://meity.gov.in/content/gi-cloud-meghraj) for selecting a cloud service provider and SI partner for OIL India
3.	Bidder will be responsible to provide and maintain cloud services, in partnership with selected cloud service provider (CSP) over the duration of the contract.
4.	Bidder shall be responsible for ensuring that all data functions and processing are performed within the boundaries of India.

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SN	Details
5.	Bidder will be responsible to setup, configure, data integration with OIL software/hardware, regular performance checks and maintenance of cloud service provider (CSP) server hardware, software and services.
6.	Cloud services under SaaS model shall only be offered from Data Centers audited and qualified by STQC under the Cloud Services Empanelment process.
7.	Bidder shall be responsible to ensure that the services offered from SaaS provide a mechanism to authenticate and authorize users.
8.	Bidder to ensure that SaaS solution / services offered to OIL shall have in-built functionality to integrate with existing authentication mechanisms like Active-Directory.
9.	Bidder provided SaaS solution shall be able to segregate users on basis of privileges granted to the users
10.	Bidder along with CSPs shall provision and implement role-based authentication when required and separation of identities shall be maintained in multi-tenant environment
11.	Bidder along with CSPs shall ensure that all the policies and procedures shall be established and maintained in support of data security to include confidentiality, integrity, and availability across various system interfaces and business functions to prevent any improper disclosure, alternation, or destruction.
12.	Bidder shall ensure that OIL is provided with capability to generate custom reports around several parameters such as users, time, data, etc.
13.	Bidder shall be responsible to provide a mechanism to enable each OIL's administrator to create, manage and delete user accounts for that tenant in the user account directory
14.	Bidder to ensure that proposed SaaS solution are available with automatic scale up (adding more resources to handle demand) and scale out (adding more systems to handle demand) to meet OIL's performance requirements.
15.	Bidder to ensure that the SaaS solution proposed complies with PII data security standards like ISO 27018.
16.	Bidder to ensure that proposed SaaS solution is enabled with data loss prevention tools and capability to monitor data flow.
17.	Bidder to ensure that services offered under SaaS solution provide tools / capability for encryption of data-at-rest, data-in-processing and data-in-transit
18.	Bidder shall ensure that proposed SaaS solution support encryption algorithms like AES256 and higher.

SN	Details
	NETWORKING & SECURITY
19.	Solution shall support complete end-to-end data encryption across web application and mobile application. Solution should support encrypted communication using SSL. Any certification installations required with other related activities are to be installed by the bidder.
20.	Solution shall support encrypted storage pattern. The Encrypted Storage pattern should provide second line of defense against the theft of data on system servers.
21.	Solution shall support SSL, HTTPS and session timeouts. It should have Single-Sign-On (SSO) capability and the login credentials should be synced up with Active Directory
22.	Bidder to ensure user should be able to access all the functionalities of proposed solution through OIL network and through secured network protocols on their mobile devices or handhelds.
23.	Bidder to ensure when the user connects to the solution on cloud, the connection is established via a secured SSL (https) link.
24.	Bidder needs to implement Multi-Factor Authentication Services with comprehensive application security.
25.	Bidder to comply with OIL's IT security policy to encompass all IT security related requirements. OIL is ISO:27001 certified and conforms to all norms for establishing, implementing, maintaining and continually improving on information security management.
26.	Bidder to manage application, data and server security for the solution as per ISO 27001 standards. The solution should be free from the vulnerabilities defined in Open Web Application Security Project (OWASP) top 10 vulnerabilities and other known vulnerabilities. Solution shall capture full audit trails.
27.	<p>Bidder needs to ensure that the CSPs facilities/services are certified to be compliant to the following standards:</p> <p>ISO 27001 - Data Center and the cloud services should be certified for the latest version of the standards</p> <p>ISO 27017 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology</p> <p>ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds.</p> <p>ISO 20000-1 – NOC and SOC facility must be within India for the Cloud Environments and the managed services quality should be certified for ISO 20000:1</p>

SN	Details
28.	Bidder will be responsible for provisioning, installation, configuration, management, monitoring of security services as per the requirements of OIL.
29.	Bidder will be responsible to maintain and manage access control with Network Security Group and identify any security configuration gaps.
30.	Bidder will be responsible to conduct security / risk assessment, implementation of Multi-Factor Authentication Services and perform comprehensive application security checks.
31.	Bidder needs to deploy security patches on hardware and software regularly and take regular backups of security configurations.
32.	Solution should allow only authorized licensed users to login into the portal. Data security, user authorization and user access control need to be considered while designing the solution components.
33.	Bidder will ensure that all network related configuration and setup required at both OIL and at CSP is complete in all respects. Network configuration required at OIL will be facilitated by OIL team and bidder will provide all necessary details related to firewall, routers, switches etc. All network related changes required at CSP end will be entirely bidder's responsibility.
34.	Bidder should ensure an uptime of 99% for the solution. Bidder should ensure that OIL users and other users of the solution should always be able to login, access and function smoothly all necessary tasks within the product.
35.	Bidder to ensure the data during transit is secured and users can access the portal without any connectivity issues.
36.	Bidder to ensure design specifications of the solution is such that there is minimum latency in the update of data/ refresh of dashboards, files, integration touch points with other systems.
37.	Bidder will ensure that all the policies and procedures shall be established and maintained in support of data security to include confidentiality, integrity and availability across various system interfaces and business functions to prevent any improper disclosure, alternation, or destruction.
38.	Bidder will conduct Security / Risk Assessment audits at regular intervals (6 months) and submit the report to OIL
39.	Bidder will be responsible to implement, manage and monitor DDoS, IPS, IDS technology and solutions to ensure the security of Cloud Services procured.
40.	Bidder will be responsible to deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer. Deploy security patches on hardware and

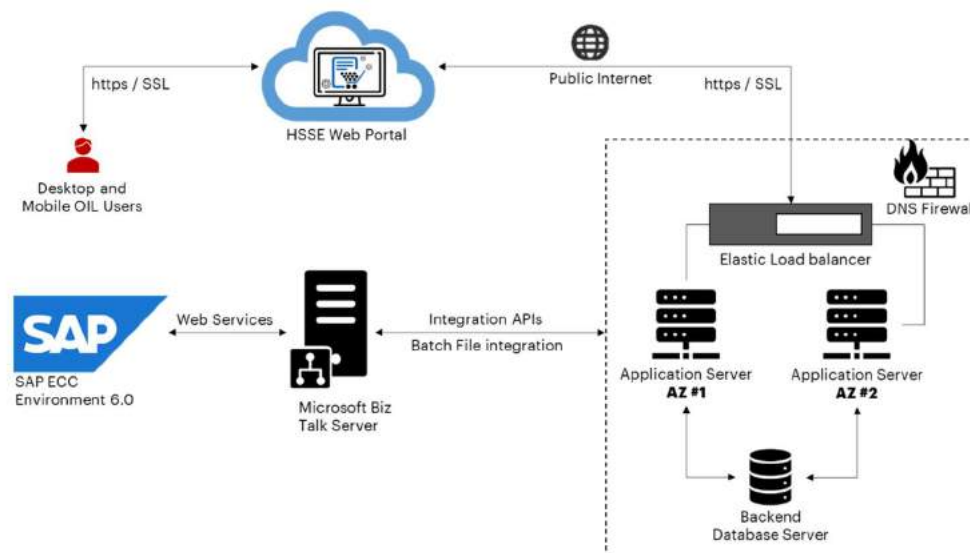
SN	Details
	software and take regular backups of security configurations.
B.	INTEGRATION
41.	Solution shall enable connecting to SAP ERP and provide required SAP/.Net/Other software connectors for the integration between source systems and the proposed solution to ensure seamless interconnectivity.
42.	The solution shall be able to integrate with applications detailed in the Architecture using all suitable protocol - REST, FTP/SFTP, SOAP, MQ, JMS, HTTPS, Batch, and TCP/IP etc.
43.	Bidder shall enable and have complete ownership of SAP integration with application/database server. Bidder would also be responsible to provision any software license / connector and hardware required for SAP integration. Any changes/modifications required in SAP Web Services is to be managed by the bidder. ABAP license and login requirements will be facilitated by OIL.
44.	Bidder will be responsible for development of any SAP(ABAP) programs, if required, for integration with SAP modules (ECC, BW etc.).
45.	Bidder to ensure that the installation manager can access all collated data on his portal using his credentials. IM should also be able to access the application portal on his laptop through browser via secured protocol using SSL encryption
46.	Bidder will manage the integration with OIL servers for email to be sent to required personnel in case of alerts and notifications.
47.	Solution to support encrypted communication using SSL and certification installation (SAP/ Application server) with other activities are to be installed by the bidder
48.	Solution shall support Authenticated Session security pattern for giving better end-user experience in other locations.
49.	Solution should allow only authorized users to login into the application portal. An unauthorized user should not be allowed to login into the system. Data security, user authorization and user access control need to be considered while designing the solution components

SN	Details
C.	USABILITY REQUIREMENTS
50.	System shall have the functionality to let the user print pre-defined reports, ad hoc reports and export reports to office applications without losing any formatting.
51.	System shall have the ability to support web-based mobile access for dashboards and notifications.
52.	Bidder to provide hardware and software specifications assuming a minimum user base of 1000 users. User concurrency to be assumed at minimum 100 users. However, actual number of users will be communicated by OIL while renewing the annual SaaS licenses.
53.	Solution should be designed with consideration to the future requirement of user base increase to approximately 1500 users. User concurrency to be assumed at minimum 150 users. Bidder will be responsible to scale up the hardware and software as per requirement of the client as per the terms mentioned under special conditions of contract (SCC Section 5)
54.	Bidder to ensure that S&E web portal interface should be adaptable to mobile device browsers.
55.	Bidder to ensure user interface has responsive design principles to automatically change positioning of page elements based on screen size and orientation.
56.	Bidder to ensure email alerts and notifications required to be sent from the portal should originate from the email account of the domain name.
57.	Bidder to ensure web portal should be built on a component based, layered-architecture.
58.	The portal shall have the following features: <ul style="list-style-type: none"> • Fast loading pages, consistent layout, and descriptive link text. • Upload of multimedia content. • Upload / Download provision of data/image in excel, pdf, png, jpg etc. • Easy drag and drop to manage portal content.
D.	OTHER TECHNICAL REQUIREMENTS
59.	Bidder to ensure requirements are fulfilled by providing required infrastructure on cloud, application connectivity, data security (including interfacing with tools, encryption of data

SN	Details
	being sent across network as required per the standards) and adhere to all statutory security guidelines of Govt. of India
60.	Bidder to also ensure system complies with all regulatory / security requirements that may arise due to OIL policy updates or changes in Govt. Of India regulations
61.	Solution shall log adequate metrics at application level (e.g.: Application Threading, Concurrent Users, Page Response Times, etc.) to support service levels and troubleshooting remediation recommendations
62.	System shall have ability to automatically capture and log all errors, app failures etc. occurring in the application/portal. The error/defect report is to be made available in the system as part of the deliverable.
63.	System shall have the facility for taking backup of all data whenever required. The frequency of data back-up will be decided by bidder in consultation with OIL team. The recovery of backup and restoration of the software in case of any failure or a required recovery procedure is responsibility of the bidder
64.	In case of system/application/ capability failure, the solution shall support failure management, event management including monitoring, detecting and automatically notifying service area/support contacts of the failures, etc. Solution shall allow for configuring system failure actions and responses
E.	EXIT MANAGEMENT / TRANSITION OUT PHASE
65.	Bidder will be responsible to migrate the VMs, data etc., and should ensure decommissioning of data from the existing VMs. Bidder needs to ensure migration of the VMs, data, content and any other assets to the new environment (on-premise or private cloud) or on alternate CSP's offerings and ensuring successful deployment and running of the OIL's solution on the new infrastructure (on-premise or private cloud) by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying to OIL supplied industry standard media.
66.	The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with OIL.
67.	Bidder shall provide the exit plan from the cloud service provider ensuring minimum impact to the deployed solution along with the solution blueprint.
68.	Bidder needs to provide a comprehensive exit management

SN	Details
	plan and ensure that all the documentation required for smooth transition including configuration documents are kept up to date and is handed over to the OIL during regular intervals over contract duration as well as during the exit management process.
69.	Bidder needs to address and rectify the problems with respect to migration of the OIL's application and related IT infrastructure during the transition
70.	Bidder needs to train and transfer the knowledge to OIL and ensure similar continuity and performance of the services post expiry of the contract.

2.3 Solution Reference Architecture (Indicative)



3. WARRANTY & ANNUAL MAINTENANCE – TERMS & CONDITIONS

The selected bidder shall deploy resources for operations and maintenance to carry out regular ongoing work related to upgrades, updates, bug fixing and enhancements etc. The O&M shall be carried out by the selected bidder after Go-LIVE.

	MAINTAINABILITY REQUIREMENTS
1.	Bidder to provide warranty for period of 6-months and post go-live support after successful solution implementation & Go-Live. Bidder must quote lumpsum SaaS charges (inclusive of cloud infrastructure) for first 6 (six) months of solution usage after solution Go-Live and applicable solution warranty under line item 20 of the Price Bid.

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2.	Bidder will be responsible to provide full solution support to OIL users during the warranty period. Bidder will also own and resolve solution defects arising during the warranty period. The resolution of such service requests and defects must strictly meet the SLAs defined under Section 4.
3.	The AMC (Annual Maintenance Contract) period will be of 3 years (further extendable by 1 year) and will begin after the expiry of 6 Months warranty period.
4.	First date for the operation of hourly maintenance contract will start only after successful completion of warranty.
5.	Warranty charges and AMC charges (hourly rate card) will be considered for commercial evaluation and needs to be submitted in the format mentioned under schedule of rates section.
6.	Payment against AMC charges will be paid on quarterly frequency prorated on the hours of services consumed by OIL in that quarter.
7.	OIL stakeholders will raise tickets for support service requirements and the BIDDER must follow the SLAs defined in Section 4 to resolve the tickets. The hours of services rendered in ticket resolution must be mutually agreed between OIL and the Bidder.
8.	Bidder must provide SLA monitoring tool, adherence dashboard to OIL for evaluation of different service level parameters. SLA adherence assessment should be validated by OIL and submitted along with the quarterly invoices for AMC charges.
9.	BIDDER will also be responsible to proactively execute solution maintenance as defined in the following clauses.
10.	Bidder must ensure solution software upgrades, updates, software enhancements are implemented at OIL during the maintenance period at no extra cost to OIL within two (2) weeks from the date of release. In case of any issue which cannot be sorted out through correspondence, OIL may ask for on- site advice of the expert at no extra cost to OIL. The bidder shall depute such expert and the dates and duration of his/her visit may be decided mutually
11.	Bidder to ensure proactive detection and removal of any virus that may affect the computing, storage, applications, systems and communications infrastructure. The vendor is to use detection tools, keep the tools current, support the users in the recovery process if infected, remove root causes for potential future infection and to report to OIL on all incidents and actions to prevent future infections.
12.	Bidder will be responsible to remove bugs that are already identified/ will be identified during the contract period.
13.	Bidder to share the list of already identified bugs at the time of sharing the LOI during the Go-LIVE phase. Tickets raised against these bugs must be resolved by the bidder in a timely manner as per defined SLAs.
14.	Bidder to support in ticket resolution and technical assistance/discussion wherever required for issues reported by end users/departments for end issues related to the web portal.

15.	Bidder will be responsible to perform data validation/ correction to enable easy and convenient user experience of frontend of mobile app. The selected bidder will be responsible for data integrity, will also identify the type & nature of data error and reports will be handed over to concerned OIL team or any other nominated agency from OIL for correction and resubmission
16.	Bidder will update training, user manuals etc. on a regular basis and provide training to designated members of OIL production/ IT team, if required.
17.	The bidder should maintain contact with OIL's personnel for any assistance/guidance on technical issues pertaining to the solution, through telephone, e-mail, letter and fax. In case of any issue which cannot be sorted out through e-mail etc., OIL may ask for on-site advice of expert. The party shall depute such expert and the dates and duration of his/her visit may be decided mutually.
18.	Any update requiring system downtime, bidder will share the downtime window with OIL for approval. Once approved the downtime to be carried out in that time frame. In case of failure the system is to revert to the same state without any defects.
19.	Bidder shall provide software updates or other mitigating controls when vulnerabilities are discovered as part of regular health check.
20.	<p>Bidder shall configure & customize the following as per OIL requirement during the AMC period.</p> <ul style="list-style-type: none"> ▪ User Interface ▪ Integrations ▪ Workflows ▪ Business/decision rules ▪ Reporting hierarchy ▪ Version Management & Rollbacks & so on.
21.	Bidder should build an ability to historize, report and track the changes made in the solution with the details of time, type of change, change details and user related to the change.
22.	Necessary VAPT to be conducted at regular intervals (12 months) mandatorily and whenever specially requested by OIL through CERT-In empanelled auditors. The observations must be noted, and vulnerabilities mitigated within reasonable time as decided in consultation with the OIL IT team.
23.	OIL might conduct security audit every 6 months and submit a security audit report which shall include the app/ web application level vulnerabilities and provide recommendations for remediations of identified vulnerabilities. Bidder shall be responsible for fixing issues raised by third party security Auditor nominated by OIL so that security audit clearance certificate can be issued as per CERT-

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	In requirements.
24.	Solution shall have capabilities to create session logs (including reasons for overriding tool recommendations), access logs, process logs & design platform logs of all user and system activities. System shall be able to report any faults if found in these logs.
25.	Bidder is responsible for both planned and unplanned shutdowns. In case of a planned shutdown, bidder needs to get approval from OIL team and convey well in advance of the system downtime. The downtime window will be conveyed by bidder and scheduled maintenance will be carried out during that time period only. Bidder will up the system with business as usual conditions within the downtime window.
26.	System shall have the facility for taking backup of all data whenever required. The frequency of data back-up will be decided by bidder in consultation with OIL team. The recovery of backup and restoration of the software in case of any failure or a required recovery procedure is responsibility of the bidder.
27.	Bidder to ensure any hardware and software issue, failure, breakdown, upgrade, replacement or in any way the hardware/software is not in working condition needs to be resolved by the bidder. The OIL team will log a ticket into the portal provided by the bidder and the same shall be tracked as per the SLA section.
28.	Bidder to ensure regular backup of application and database servers as per department needs are done. The frequency of backup will be decided as per discussions with the OIL IT team.
29.	<p>Bidder needs to ensure solution back up of OIL data with the help of</p> <p>Files & Images: Frequency for full backups and incremental backups</p> <p>Databases and log files: Frequency for full backups and incremental backups</p>
30.	Bidder will be responsible to configure, schedule, monitor and manage backups of all the data including but not limited to files, images and databases as per finalized policy discussions with OIL. Also, bidder will be responsible for administration, tuning, optimization, planning, maintenance, and operations management for backup and restore.

EXIT MANAGEMENT / TRANSITION OUT PHASE	
31.	The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with OIL.
32.	Bidder needs to provide a comprehensive exit management plan and ensure that all the documentation required for smooth transition including configuration documents are kept up to date and is handed over to the OIL during regular intervals as well as during the exit management process.
33.	Bidder needs to address and rectify the problems with respect to migration of the OIL's application and related IT infrastructure during the transition
34.	Bidder needs to train and transfer the knowledge to OIL and ensure similar continuity and performance of the Services post expiry of the contract.

4. SERVICE LEVEL AGREEMENT

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the System Integrator to OIL India Limited for the duration of this Agreement. Service Level Agreement (SLA) shall become the part of Agreement between OIL India and the Successful Bidder. SLA defines the terms of the Successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder to comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services.

Penalties shall not be levied in the following cases:

- a) There is a Force Majeure event effecting the SLA which is beyond the control of the Successful Bidder.
- b) The non-compliance to the SLA is due to reasons beyond the control of the Bidder.

Note: Bidder is also required to note that in case of SLAs not being made applicable for cases considered as "beyond the control of bidders", the bidder would still need to replace the component (if it is not functional as per SLA) within the SLA defined for resolution of Critical Level/ High Level/ Medium Level/ Low Level issues. In case the bidder doesn't adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.

4.1 Definitions

For the purposes of this service level agreement, the definitions and terms specified in the contract along with the following terms shall have the meanings set forth below:

SN	Term	Definition
1	Uptime	<p>Shall mean the time period for the specified services / components with the specified technical service standards are available to the user department. Uptime, in percentage, of any component (Non-IT and IT) can be calculated as:</p> $\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Scheduled Maintenance Time})]\} * 100$
2	Downtime	<p>Shall mean the time period for which the specified services/ components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of SI.</p>
3	Latency	Refers to the average time required for round-trip packet transfers between selected junctions/locations on the selected portions of the network backbone during a calendar month.
4	Packet Loss	Refers to the average percentage of IP packets transmitted between selected junctions/locations during a calendar month that are not successfully delivered
5	Incident	Refers to any event/abnormalities in the functioning of the Services specified as part of the Scope of Work of the System Integrator that may lead to disruption in normal operations of the surveillance system and other field equipment.
6	Response Time	Shall mean the time elapsed from the moment an incident is reported in the Helpdesk, over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same
7	Resolution Time	Shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing,

SN	Term	Definition						
		troubleshooting and fixing) or escalating (to the second level or to respective bidders, getting the confirmatory details about the same from the bidder and conveying the same to the end user), the services related troubles during the first level escalation.						
8	Incidence Resolution	<p>Resolution of incidence as per below priority levels:</p> <ul style="list-style-type: none"> • P1 (Critical): Impacting Application/Database servers, application, an error renders portal solution completely unusable or nearly unusable or introduces high degree of operational risk. No workaround is available. Large number of users and/or core functionality is severely impacted. • P2 (High): Error renders essential functionality of the application to be consistently unavailable or obstructed and causes a moderate level of hindrance or risk. Workarounds may be available, but the use of application is acutely degraded and cause continuing operational risk. A moderate number of users are significantly impacted, but overall the application continues to function • P3 (Medium): Error is an inconvenience or causes inconsistent behavior, which does not impede the normal functioning of the application. It could be an error that occurs inconsistently and affects non-essential functions, or it is an inconvenience that impacts a small number of users • P4 (Low): Error has a small degree of significance or is a minor cosmetic issue or is a “one off” case. A “one off” case occurs when the error occurs infrequently and cannot be reproduced easily. These are errors that do not impact the daily use of the program. A Low error is something that does not affect normal use, can be accepted for a period, but the user would eventually want changed • P5 (Very Low): Error/failure which has very low business impact but is required to be addressed so that it is resolved in near future. <table border="1"> <thead> <tr> <th>Severity</th><th>Response Time</th><th>Target Resolution</th></tr> </thead> <tbody> <tr> <td>Critical (P1)</td><td>1 hour</td><td>4 Business Hours</td></tr> </tbody> </table>	Severity	Response Time	Target Resolution	Critical (P1)	1 hour	4 Business Hours
Severity	Response Time	Target Resolution						
Critical (P1)	1 hour	4 Business Hours						

SN	Term	Definition		
		High (P2)	4 hours	24 Hours
		Medium (P3)	8 hours	2 Business day
		Low (P4)	24 hours	3 Business days
		Very Low (P5)	2 Business days	15 Business Days

4.2 Measurement of SLA

The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for breach conditions. The SI will get 100% of the Contracted value if there are no breaches reported for any of the SLA's. The penalty would be compounded every quarter. The quarterly payment shall be made after deducting the liquidated damages as mentioned above.

SLA monitoring would be responsibility of the SI. The SI must provide monthly reports of all the SLAs and any ad-hoc report as may be required by OIL. OIL shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit/revision of the SLA parameters. The SLAs defined, shall be reviewed by OIL on quarterly basis after consulting the SI, Project Management Consultants and other experts. All the changes would be made by OIL after consultation with the SI and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.

4.3 During Implementation SLA

These SLAs shall be used to evaluate the timelines for completion of deliverables till Go-Live.

S. No	Definition	Timely delivery of deliverables would comprise entire bill of material and the application systems, and as per successful UAT of the same
1	Service Level Requirement	All the deliverables defined in the contract must be submitted on-time on the date as mentioned in the contract with no delay
2	Measurement of Service Level	To be measured in number of weeks of delay from the timelines mentioned in the

	Parameter	section “Project Timelines” and “Payment Milestones”
3	Penalty for Nonachievement of SLA Requirement	<p>Any delay in the delivery of the project deliverables (solely attributable to bidder) would attract a liquidated damage per week of 0.5% of the value per week of the services cost as mentioned in commercial bid for first 8 weeks and 1% per week for every subsequent week.</p> <p>If the liquidated damage reaches 10% of the total contract value, OIL may invoke termination clause.</p>

4.4 Post-Implementation Phase

1. These SLAs shall be used to evaluate the performance of the services on monthly basis, but penalties would be levied for cumulative performance for the quarterly basis.
2. Penalty levied for non-performance as per SLA requirements shall be deducted through subsequent payments due from OIL or through the Performance Bank Guarantee.
3. The upper limit of penalty would be capped at 10% of the AMC contract value for each quarter. In case the calculated penalty crosses 10% penalty of the AMC contract value in 2 subsequent quarters, the penalty cap for the third quarter onwards, for each quarter will increase by 5% over the penalty cap for the preceding quarter till it reaches 20% of the AMC contract value
4. Where SLA measurement is done on a monthly basis, sum of Liquidated Damages associated with each month shall apply for the quarter.
5. Performance Liquidated Damages shall be levied for not meeting each SLA.
6. Breach of SLAs target shall result in various severity level based on the business impact the component causes to services.
7. The severity levels of SLAs and the associated financial Liquidated Damages are defined as per the following table:

Severity	Response Time	Target Resolution	Liquidated Damages as a % of quarterly payment applicable
Critical (P1)	1 hour	4 Business Hours	No Penalty (95-100%) 2% (<95%)
High (P2)	4 hours	24 Hours	No Penalty (90-100%) 1% (<90%)
Medium (P3)	8 hours	2 Business day	No Penalty (90-100%) 0.5% (<90%)
Low (P4)	24 hours	3 Business days	No Penalty (90-100%) 0.1% (<90%)
Very Low (P5)	2 Business days	15 Business days	0.1%

5. SPECIAL CONDITIONS OF CONTRACT

Mobilization

- Mobilization Time, Date of Commencement of the Contract: Contractor / Consultant must mobilize his / her/ their resources (including personnel) within 15 (fifteen) days of issue of Work Order. The date of completion of mobilization of resources (including personnel) by the Contractor / Consultant or 15 (fifteen) days from the date of issue of Work Order, whichever is earlier, will be the Date of Commencement of the Contract. Mobilization shall be considered as completed once a kick-off meeting is done between OIL and the Successful Bidder after fulfilling the above requirements.

Documentation

- Bidder must provide necessary documentation (Software Requirement Specs Document, Functional Document and Technical Document) of the project to OIL.
- OIL shall retain all right, title and interest in and to any OIL generated data input into solution.
- As and when required by OIL, proper handover of the application (in operational state) should be given to OIL.

Definitions

- “Hardware” refers to all hardware including cloud hosted server, compute, storage, back-up solutions, back-up server, networking etc. as well as any other peripherals as mentioned under section technical specification.
- “Software” refers to all necessary software required for the operator rounds solution implementation and to run in a secured manner. Software includes all operating software as well as application software as mentioned under section terms of reference and technical specification.
- "Certificate of Completion" means certificate issued by the Company to the bidder stating that the firm has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.
- “Warranty Period” refers to a period not less than Six (6) months after successful installation, commissioning & Solution Go-Live. Warranty period will commence only after installation and commissioning of the solution defined in the scope of work.
- Duration of experience for evaluation of bidder/ manpower required in this contract, will be considered till original bid closing date, unless stated otherwise.

Personnel to be deployed by Successful Bidder:

- Bidder warrants that it shall provide competent, qualified, and sufficiently experienced personnel to perform the work correctly and efficiently. The bidder shall deploy resources at the client site in Duliajan for configuration, customization, development, testing, implementation etc. All related expenses to be borne by the bidder.
- The Bidder should ensure that their personnel observe applicable company and statutory safety requirement. Upon OIL’s written request, bidder, entirely at its own expense, shall remove immediately any personnel of the bidder determined by OIL to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.
- The Bidder shall be solely responsible throughout the period of the contract including the installation and commissioning phase for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/ field site, enroute/ local boarding, lodging & medical attention etc. OIL shall have no

responsibility or liability in this regard. However, OIL shall provide available medical assistance/facilities to bidder's personnel in case of emergency at its own establishment on chargeable basis.

- Bidder's key personnel shall be fluent in English language (both writing and speaking).
- The Bidder should ensure that personnel deployed for execution should be medically fit.
- Bidder to ensure that the proposed CVs for the project are on bidder's payroll for the last one year atleast from the original bid closing date.
- Bidder will also provide 1 additional CV during bid submission for the role of Project Manager and Technology Architect, which will act as back up for the primary key personnel approved for this project. These additional CVs should meet the manpower requirements as listed in Section 8 to execute the project successfully.
- However, for the evaluation purposes, CV with lower experience will be considered.
- Bidder to ensure that profiles submitted along with bid should be deployed for complete project delivery. In case of any deviation from this mandatory requirement it must be approved by OIL.
- Key personnel cannot be changed during the tenure of the Contract, especially during design, development and testing phase except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval by OIL.

Obligations of Bidder:

- The bidder must supply software licenses, provision cloud infrastructure, other on-premise hardware (if required) and render services of design, development, system integrations, commissioning the solution and imparting trainings as per the scope of work. All services rendered as defined under the scope shall be done at FHQ, Duliajan, Assam unless approved otherwise by OIL.
- 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.
- On OIL's request, bidder shall remove and replace at their expenses, any of their personnel whose presence is considered reasonably undesirable or performance is found to be poor in the opinion of Company. The Bidder shall provide the supporting staff and labour at their own expenses.
- Bidder 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 cover all its obligations under the contract.
- Bidder shall give or provide all necessary supervision for performance of the services during and after design, development and thereafter

within the warranty period as OIL may consider necessary for the proper fulfilling of bidder's obligations under the contract.

- The bidder will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.
- The bidder shall bear all expenses on account of repair/replacement of all their materials, equipment etc. consequent upon any damage/loss/non-performance during services implementation.
- The bidder shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect. Bidder must take complete responsibility of all safety aspects during the entire execution of the project.

Confidentiality

- Bidder agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the execution of the project and to take all reasonable steps to ensure the bidder's personnel, likewise, keep such information confidential.
- Bidder must keep OIL Data confidential and agree not to disclose OIL Data to any third party without having first received written approval from OIL.
- This obligation shall keep in force even after the expiry of the contract period and until such information will be disclosed by OIL.

Other Conditions

- OIL reserves the right of procuring additional software user licenses at agreed rates, not more than the quoted rates of the Bidders' offer, within five (5) years from date of Go-Live of the solution. The newly procured licenses of the software will be covered under AMC in same terms and conditions as stated in this tender document.
- OIL reserves the right of procuring any of the hardware at mutually agreed rates, not more than the quoted rates of the Bidders' offer, within five (5) year from date of Go-Live of the solution and governed by the same terms and conditions as stated in the contract.
- The commercial implication of increase in user licenses and data exchange on the cloud infrastructure services needs to be presented by the vendor and must be approved by OIL.
- The Contract price and unit rates shall remain firm and fixed during the execution of the Contract and not subject to variation on any account.
- All payments will be made directly to the successful bidder against invoices raised by the bidder along with supporting documents and at timelines prescribed under section of payment milestones.
- Bidder is responsible to manage and settle the operating expenses and other related expenses as mentioned in the SOR on behalf of OIL in the duration of the contract.

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- The Bidder will assign a Project Manager with single point responsibility for the entire project cycle. Any issue regarding the project design or implementation related issues shall be addressed by this Project Manager.
- The Project Leader and Manager deployed on the OIL Project by the vendor must be designated to liaise with OIL for regular interactions, progress review and issue resolution
- Project Manager to adopt recognized project management methodology to oversee and manage the complete delivery and coordinate all sub-elements of the project and manage overall project GANTT chart, RACI chart, Communication plan, Risk plan and HSE plan.
- Project Manager with his team will manage the solution implementation and delivery including
 - Install, test, integrate and document the technology used in the project.
 - Provide walk-thru, acceptance and sign-off on technology.
- The Project Manager will also arrange for the fortnightly meeting with OIL representatives at Duliajan for the project execution status and future plan. The minutes of the meeting duly signed by the Bidder and OIL representatives need to be documented properly.

Effective Date: The contract shall become effective as of the date Company notifies Contractor / Consultant in writing (through Letter of Award) that it has been awarded the contract. Such date of notification of award of Contract will be the Effective Date of Contract. The web version of the software deployed should be in English.

6. KEY STEPS OF IMPLEMENTATION

S. No	Key Steps	Remarks
	PHASE 1: SOLUTION DESIGN, DEVELOPMENT AND DEPLOYMENT	
1.	<p>Solution design:</p> <ul style="list-style-type: none">▪ Design integrated solution architecture to deliver business and functional requirements. The solution design shall have seamless integration among all the constituent components and shall include the application architecture, user interface, database models, security/user access details, etc.▪ Analyse system requirements and detail the system infrastructure (design specification) including hardware, network communications, software, report/job scheduling, backup, integration, and compatibility with existing IT infrastructure.	

S. No	Key Steps	Remarks
	<ul style="list-style-type: none"> Align the solution blueprint with designated OIL stakeholders including reviewing the checklists/data entry formats, activity list, workflows, reports etc. for complete coverage of operator rounds and current maintenance activity generation processes. 	
2.	<p>Solution build:</p> <ul style="list-style-type: none"> Develop, integrate all components of the proposed solution, in a manner that all functional and business requirements are captured to build the minimum viable product. Configure data entry forms, checklist, activities for operator rounds to deliver the design document specifications. Build necessary backend databases and enable workflows for activity and information flow across user levels. Set up specific extractions of data from the source systems. Sync mechanism through integration layer with data systems to be created and ensure data accuracy and correctness. Build a user interface for manual data entry (where applicable). The bidder shall endeavour to minimize the requirements of manual entry to bring in the intended efficiencies to the system. Security checking and audits as per OIL requirements Periodic reviews to be done at this stage. 	
3.	<p>Solution test</p> <ul style="list-style-type: none"> Prepare test strategy and test plan to create test cases, test scenarios, test scripts, test results, test summary result and tested build. Impart solution training to nominated users for conducting UAT. Provide test reports and results in form of UAT signoffs Supervise the overall testing by daily/weekly test reporting in terms of project related metrics, defect tracking and reports. 	
4.	<p>Go live</p> <p>Shift/migrate the application from Development / Pre-</p>	

S. No	Key Steps	Remarks
	<p>production hosted environment to a fully scaled-up Production/Go Live environment</p> <ul style="list-style-type: none"> ▪ Deployment strategy and plan for production environment, Data migration plan ▪ Go live of the solution ▪ Observation of deployed solution. ▪ Design and roll-out Go-live communication, ▪ Provide detailed documentation for technology architecture, customizations, software development along with user manual and other reference documents. ▪ Support through completion of stabilization, system monitoring, and optimization. 	
	PHASE 2: TRAINING	
6.	Create role-based training videos and detailed documents for OIL users. The videos and documents should be accessible to the relevant role via help feature on the application/portal.	
7.	Train the users where the solution will be implemented.	
8.	Training of core S&E team on all the features of HSE portal	

7. PROJECT TIMELINES

Timelines of the Contract: Timelines of the project is mentioned under this section of project timelines.

SN	Major Milestones	Activities	Target Completion Timelines
1.	Project Kick-Off	Interactive meeting to establish communication and	(T0) 15 days from issue of work

SN	Major Milestones	Activities	Target Completion Timelines
		administrative protocols for the project and to review the implementation plan.	order. *
2.	Requirement gathering and solution blueprint	On-site meetings & discussions with stakeholders, complete review and mapping of existing processes, preparation and sign-off of solution blueprint	Up to 4th week from (T0)
3.	Build Prototype/ wireframes	Create wireframes, user stories, prototype, Development of the document workflows & operating steps etc.	Up to 8th week from (T0)
4.	Cloud setup and configuration	Setup and complete cloud integration with existing SAP ERP and other source systems at OIL	Up to 8th Week from (T0).
5.	Solution deployment and Configuration	Design database, s/w deployment, business logic and workflow build, interface design, checklist configuration etc.	Up to 16th week from (T0).
6.	Testing	Validation, UAT and Sign-off	Up to 20th week from (T0)
7.	Training and Go-Live	User training, Knowledge Transfer and Go Live	Up to 24th week from (T0)
8.	Solution Warranty	On-Site and Off-site support for overall solution warranty	Upto 6 months from Go-Live date
9.	Maintenance, Upgrades and Service Support	Providing maintenance & support services as defined under Section of "Annual Maintenance – Terms and Conditions"	Ongoing for 3+1 years post solution warranty period

*Start of project will be counted from 30 days of LOA or 15 days from the issue of workorder, whichever is later.

8. QUALIFICATION REQUIREMENT OF THE MANPOWER

Following are the minimum roles to be positioned for successful delivery of the project.

To substantiate the experience asked for, the bidder must submit the relevant CV of the persons who will be associated with OIL for the duration of this entire project. OIL would do due diligence and approve the placement of the person.

The Team proposed to be deployed shall remain unchanged during the contract period unless under unavoidable circumstances. In such a situation, the change will only be permitted with prior written consent of OIL. The new member(s) proposed to be deployed shall also meet the minimum experience as defined in the tender.

SN	Role	Required Qualification
1.	Project Manager	<ol style="list-style-type: none">1. Should have bachelor's degree in Engineering or related discipline2. Should have 10+ years of working experience3. Experience in implementing proposed product solution at 3+ projects in last 5 years.4. Should have led deployment of proposed software solution at least 1(one) client in Oil & Gas / Chemical/ Metal & Mining industry in the last 5 years reckoned from original bid closing date
2.	Technology Architect	<ol style="list-style-type: none">1. Bachelor's degree in Computer Science, Engineering or related discipline.2. 8+ years of software development experience and architecting solutions.3. Should have led deployment of proposed software solution in field Health and Safety at 3 (three) or more projects in the last 5 years reckoned from original bid closing date.4. Should have led deployment of proposed software solution including integration with SAP ERP modules at least 1(one) client in the last 5 years reckoned from original bid closing date5. Deep understanding of a variety of programming tools and development platforms especially the proposed product solution along with implementation experience of deploying software solutions on public/private cloud6. Experience in integrating with enterprise

SN	Role	Required Qualification
		applications such as SAP for master data integration, read and update SAP tables and create ABAP scripts etc. 7. Expertise and in-depth knowledge of enterprise systems, networking modules, and software integration.
3.	Health, Safety and Environment Domain Expert	1. Should have bachelor's degree in any field of Health, Safety and Environment or related fields from recognized institute in India or abroad. 2. Should have overall experience of 8+ years. 3. Should have 5+ years of experience in field of HSE.

9. PAYMENT MILESTONES

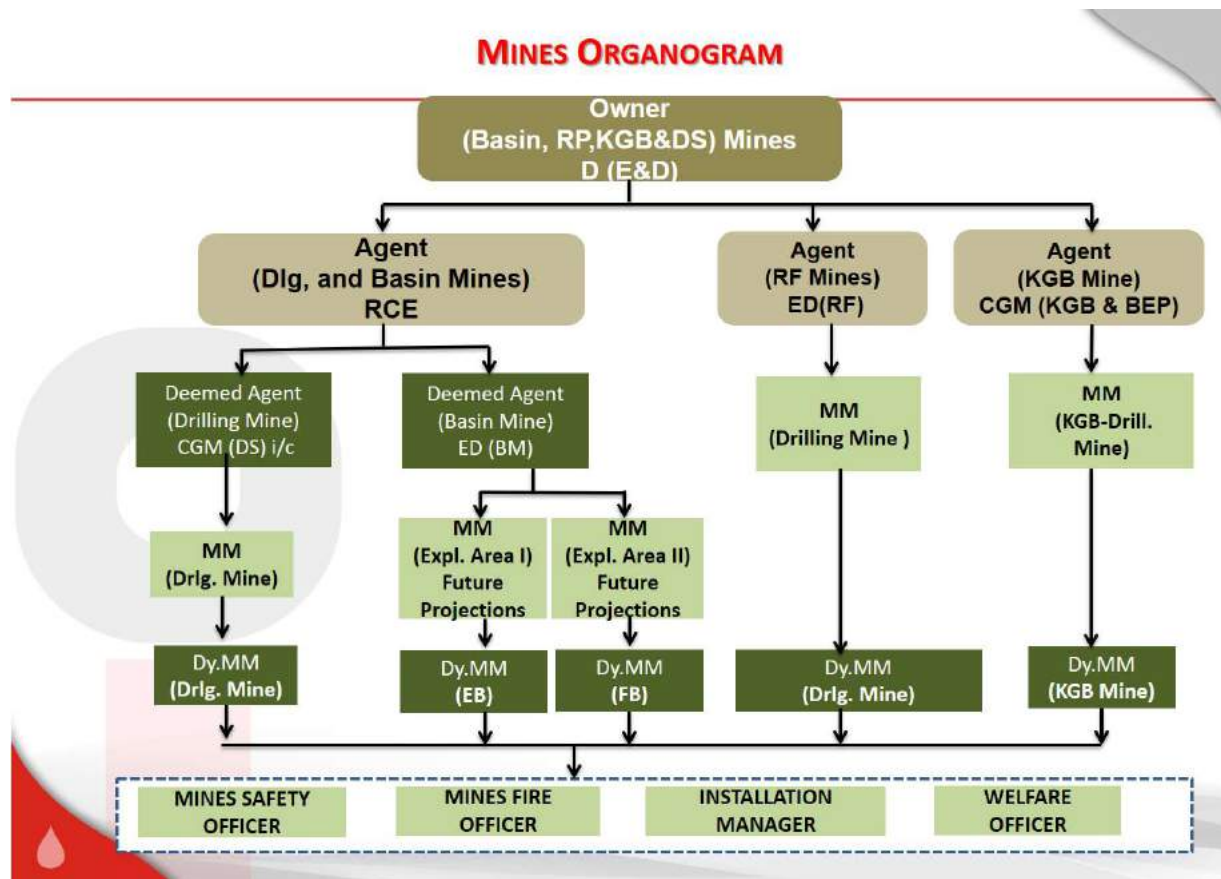
SN	Major Heads	Payment Schedule (% of quoted price)
Implementation Services		
1.	Submission of solution blueprint design and technical documents for software application modules (Architecture, DB design, Test Plan etc.) and sign-off	25% of the value quoted in line item 10 of the price bid.
2.	System integration testing (SIT), User Acceptance Testing & Sign-Off	50% of the value quoted in line item 10 of the price bid.
3.	Successful Go-Live of the end-to-end solution	25% of the value quoted in line item 10 of the price bid.
Solution Warranty Charges		
1.	Successful provisioning of Software Licenses and Go-Live of the end-to-end solution.	50% of the value quoted against SaaS and warranty for first 6 months. (Line item 20 of the price bid.

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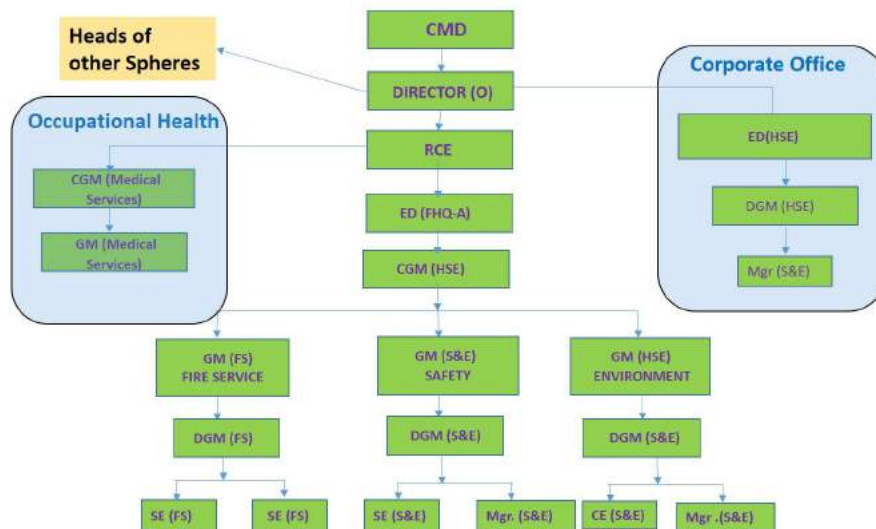
SN	Major Heads	Payment Schedule (% of quoted price)
2.	End of 6 months of warranty period	50% of the value quoted against SaaS and warranty for first 6 months. (Line item 20 of the price bid.
One-time Software License/ Connectors Cost		
1.	Successful Go-Live of the end-to-end solution	100% of the value quoted in line item 30 of the price bid.
Software as a Service Cost		
1.	Provision of software licenses for annual consumption post solution Go-Live and end of Warranty Period	100% of the applicable annual license fees quoted in line items 40, 50 and 60 of the price bid at the start of year 2, 3 and 4 respectively.
Annual Maintenance & Support Service Cost		
1.	Quarterly payment of annual maintenance fees	100% of the applicable value (net of applicable penalties) calculated based on hour of services rendered every quarter and hourly support service rate quoted in the line item 70 of the price bid.
2.	Training and Knowledge Transfer	100% of the applicable value based hours of training delivered every quarter multiplied by hourly rate quoted in the line item 80 of the price bid.

APPENDICES

Appendix 1: Organization Hierarchy & Mines Organogram



HSE Management Structure



Appendix 2: Pre-Spud Audit**Sample Pre-Spud Safety Audit Report****Oil India Limited**

S&E Department
(For internal use only)

Ref No:

Date:

GM-Drilling (Operations)Through: **CGM (HSE)**

Att*: Installation Manager, Rig-DM-5

Sub: Pre spud Safety Audit carried out at Loc. WDW-200 on 07.10.2020

Please find enclosed the Pre-Spud Safety Audit report which also contains implementation status of recommendations of earlier pre spud safety audit points.

The observations mentioned in the report have been explained to the IM and concerned engineers at site for immediate implementations/compliance.

We are also enclosing a list of general points of External Safety Audit recommended by OISD pertaining to Drilling and Workover rigs. It may be noted that the points pertaining to drilling rigs are to be implemented in this rig also.

We therefore request you to take necessary remedial measures and submit us a compliance report.

(R B Thakare)

Dy. General Manager (S&E)

New recommendations of Pre spud safety audit and implementation status of external safety audit and earlier pre spud safety audit points:

Summary:

S. No	Description of Audit	No of Recommendation	Implemented	Not Implemented
1	Pre Spud Audit	05	02	03
2	ESA General	20 (Applicable)	16	04

A. Implementation status of earlier pre spud safety audit recommendation

S. No	Recommendation	Status
1	FOSV should be made available at site.	Implemented.
2	Tong swing area needs to be demarcated.	Not implemented.
3	Oxygen cylinder of ambulance was found empty.	Not implemented.
4	As per RCE circular all officials and rig site crew to wear all PPEs including overall at site.	Implemented.
5	Fire water tank was not filled. Fire water tank to be filled and pump should be tested at 7kg/cm ² before starting operations. Mock drill to be conducted for different scenarios.	Partially implemented.
6	Crown-o-matic and Floor-o-matic brake could not be tested as conductor casing was kept in tension with the help of travelling block due to cementing. (Loc: WDW-196)	Implemented.
7	Canteen was placed at 8m distance from diesel tank and cooking not allowed in that area. Canteen to be shifted to safe distance. (Loc: WDW-196)	Implemented.
8	Civil was using JCB with only 03 wheels. Work stopped and JCB was removed from site immediately. Nearmiss to be reported. (Loc: WDW-196)	Implemented.
9	Grouting of mud pump delivery hose to be done. Dyke wall of diesel tank to be completed. (Loc: WDW-196)	Implemented.
10	Pillow foundation of sub structure towards catwalk, supercharger, booster, desander, was not properly levelled and needs attention. (Loc: WDW-196)	Implemented.

B. New Recommendations for WDW-200

S. No	Recommendations
1	Sufficient quantities of spare PPEs <u>needs</u> to be provided at the site. <u>Also</u> the qualities of the hand gloves provided should be checked for proper applicability.
2	Adequate numbers emergency lights/ hand lamps to be provided at the installation as per Reg. 120, OMR-2017, as only one emergency light was available at the site.
3	All the earthing pits needs to be demarcated with respective serial number and resistance values.
4	Laying of HDPE lining needs to be completed in all the effluent pits.
5	Soil erosion/ wash out was observed in the cellar pit. The same needs to be checked for necessary actions.
6	Few gas cylinders (empty) were found to be laid on the ground, the same should be kept vertically at designated place. <u>Also</u> the cylinders kept on trolley carrier should be properly fastened with the carrier by safety chain.
7	MSDS (in bilingual format) to be displayed near the chemical handling area.
8	Insulation mats needs to be provided in front of the electrical panels.
9	Civil workers were found to be working without PPEs. The same needs to be checked for necessary action.
10	Cement dumping pit needs to be provided at the site.
11	Emergency exit needs to be provided and properly demarcated.
12	All the approach roads needs to be cleared from obstacles and easily accessible. <u>Also</u> the elevated platforms/ tranches/ walkways to be provided with stairs.
13	All the air vessels to be demarcated with the testing details of SRV and hydraulic test of the vessel.
14	Firewater line/ network needs to be completed and tested.
15	Dyke wall to be provided around the HSD tanks. Also, oil trap needs to be provided around the power-pack engines.
16	EED and FPD needs to be installed and tested.
17	Twin-stop device and emergency shut-off switch of the rig engine needs to be tested.
18	Stacking of the tubulars needs to be improved by providing rolling arrestor and stoppers.
19	Safety clamps to be provided on the tong lines as per SOP. Also, the condition of the tong jerk line needs to be checked for necessary action.
20	Walkway along the mud nullah needs to be completed with proper railing and toe-board fitted.

Sample Pre-Spud Compliance Report

	ऑयल इंडिया लिमिटेड (भारत सरकार का प्रभुत्व) Oil India Limited (A subsidiary of ONGC)
<small>खनन विभाग, नई औद्योगिक इ</small> DRILLING DEPARTMENT, NEW INDUSTRIAL AREA, P.O. DULIAJAN, ASSAM - 786602 दूरभाष/Telephone: 0374-2801794, फैक्स / Fax: 0374-28004254 ई-मेल / e-mail: drilling@oilindia.in	
INTER-OFFICE MEMORANDUM	
Ref:	Date:
From : SED (Operation)	
To : CGM(HSE)	Through: DGM (O)
Kind Attention:	DGM(S&E)
Ref:	Dated: 08.10.2020
Sub: Compliance of pre-spud safety audit at location WDW#200, Rig DM-5	
<p>Reference to the subject above; please be informed that the new recommendation points of pre-spud safety audit at Loc: WDW#200, for the Rig DM5 which was carried out on 07.10.2020 have been complied. A copy of compliance report for the above mentioned location has been enclosed herewith which also contains the implementation status of recommendations of earlier pre-spud safety audit.</p>	
Regards	
SED(O) & IM Rig DM-5	

A. Implementation status of earlier pre spud safety audit recommendation

S. No	Recommendation	Status
1	Tong swing area needs to be demarcated.	Implemented.
2	Oxygen cylinder of ambulance was found empty.	Implemented
3	Fire water tank was not filled. Fire water tank to be filled and pump should be tested at 7kg/cm2 before starting operations. Mock drill to be conducted for different scenarios.	Implemented (Fire pump tested and found ok)

B. New Recommendations for Loc: WDW-200

SL NO	Recommendations	Status
1.	Sufficient quantities of spare PPEs needs to be provided at the site. Also the qualities of the hand gloves provided should be checked for proper applicability.	The MMC service provider of Rig DM-5 has been instructed to implement the referred contravention and is under process.
2.	Adequate numbers emergency lights/ hand lamps to be provided at the installation as per Reg. 120, OMR-2017, as only one emergency light was available at the site.	In Process.
3.	All the earthing pits needs to be demarcated with respective serial number and resistance values.	Implemented
4.	Laying of HDPE lining needs to be completed in all the effluent pits.	HDPE lining of eff. pit being used has been provided. Hence complied.
5.	Soil erosion/ wash out was observed in the cellar pit. The same needs to be checked for necessary actions.	Implemented
6.	Few gas cylinders (empty) were found to be laid on the ground, the same should be kept vertically at designated place. Also the cylinders kept on trolley carrier should be properly fastened with the carrier by safety chain.	Implemented.
7.	MSDS (in bilingual format) to be displayed near the chemical handling area.	MSDS displayed near the mud tank. Hence complied.
8.	Insulation mats needs to be provided in front of the electrical panels.	Implemented.
9.	Civil workers were found to be working without PPEs. The same needs to be checked for necessary action.	Implemented.
10.	Cement dumping pit needs to be provided at the site.	Implemented.
11.	Emergency exit needs to be provided and properly demarcated.	In process.
12.	All the approach roads needs to be cleared from obstacles and easily accessible. Also the elevated	Implemented.

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	platforms/ tranches/ walkways to be provided with stairs.	
13	All the air vessels to be demarcated with the testing details of SRV and hydraulic test of the vessel	Implemented.
14	Firewater line/ network needs to be completed and tested.	Implemented.
15	Dyke wall to be provided around the HSD tanks. Also, oil trap needs to be provided around the power-pack engines.	Implemented.
16	EED and FPD needs to be installed and tested.	Implemented.
17	Twin-stop device and emergency shut-off switch of the rig engine needs to be tested.	Implemented.
18	Stacking of the tubulars needs to be improved by providing rolling arrestor and stoppers.	Implemented.
19	Safety clamps to be provided on the tong lines as per SOP. Also, the condition of the tong jerk line needs to be checked for necessary action.	Implemented.
20	Walkway along the mud nullah needs to be completed with proper railing and toe-board fitted.	Implemented.
21	All the H.P. lines needs to be grouted and pressure tested.	Implemented.
22	The details of cluster well needs to be displayed the cluster well and also the well needs to be properly barricaded to protect from any physical damages.	Implemented.
23	Emergency shower & eye-wash to be made functional.	Implemented.
24	HSD tanks were placed closely to the bunk houses (Approx. 10 m). the same should be checked for necessary action. Also, the site specific emergency response plan needs to be prepared and approved.	Reallocation of bunks were not feasible due to space constraints. However, Quantitative risk analysis has been done and necessary safety measures were implemented to mitigate the same.
25	The fitness and load testing certificate of the crane needs to be made available at site.	Implemented.

SED (O) & IM Rig DM-5

Appendix 3: Sample Request For Pre Work Over Audit

From:
Sent: 06 October 2020 09:42
To:

Cc:

Subject: Pre Spud Safety audit

All Concerned,

This is to inform all concerned that a pre-spud safety audit is being planned at well: WDW#200 ,Rig: DM-5 on 07.10.2020 at 11:00 am. Kindly arrange to depute one representative from your department/section.

Regards,

Suptdg Engineer(O)
Drilling Department
Contact :

Appendix 4: Environmental Audit

Sample Environment Statement

	ऑयल इंडिया लिमिटेड (भारत सरकार का उद्यम) Oil India Limited (A Government of India Enterprise)	<i>Safety & Environment Department</i> ASSAM, INDIA Phone : Fax : Email :
Ref. No.	Date:	
Regional Executive Engineer, Pollution Control Board, Assam, Back Side of ASTC bus Station, Chowkidingee, Dibrugarh.		
Sub: Submission of Environmental Statement under Environment (Protection) Act, 1986.		
Sir,		
With reference to the above subject, we are submitting herewith the Environmental Statement (Form-V) for the financial year ending 31 st March, 2020 in the prescribed format for your information and necessary action please.		
Thanking you,		
Yours faithfully, OIL INDIA LIMITED		
General Manager (HSE) Chief General Manager (HSE) Resident Chief Executive		
Encl: A/A		
Copy : Member Secretary, Pollution Control Board, .		
 <i>Received</i> <i>25/10/2020</i>		

FORM - V**(See Rule 14)****ENVIRONMENTAL STATEMENT FOR THE FINANCIAL YEAR ENDING THE
31st MARCH, 2020****PART - A**

- (i) Name and address of the owner/occupier of the industry operation or process.

OIL INDIA LIMITED
P.O. DULIAJAN
DIST. DIBRUGARH
ASSAM

- (ii) Industry category – Primary – (STC Code) Secondary – (STC Code)

Secondary – (STC Code) Hydrocarbon exploration, Drilling, Production & Transportation.

- (iii) Production capacity – Units

No fixed capacity. However oil production capacity is fixed as per the Memorandum of Understanding (MoU) with Govt. which varies from year to year. For the year, 2019-2020 production was 3.0955795 MMTof Crude Oil, 2417.25 MMSCMo of Natural Gas and 28990 MTof LPG for the company.

- (iv) Year of establishment

OIL INDIA LTD. was formed in 1961 as a joint venture with M/S. Burma Oil Company. UK and on 14th Oct. 1981, OIL became a fully owned Govt. of India Enterprise.

- (v) Date of last environmental statement submitted – 23.09.2019.

PART - B**Water and Raw Material Consumption**

- (i) Water consumption m
- ³
- /d

Process } 14392.65 cu m (approx.)
 &
 Cooling }
 Domestic = 16155.62 cu m (approx.)

Name of Products	Process water consumption per unit of product output	
	During the previous Financial year	During the current financial year
(1)	(2)	(3)

Hydrocarbon	1008771.47 KL/MMT(Approx.)	1058778 KL/MMT(Approx.)
-------------	-------------------------------	-------------------------

(VI) Raw material consumption

*Name of raw materials	Name of products	Consumption of raw material per unit	
		During the previous financial year	During the current financial year
Since OIL is engaged in exploration & production of mineral oil i.e. Hydrocarbon, no raw material is directly used as such. However, for drilling mud preparation, basic processing of crude oil before dispatch to refinery, certain materials are used. The drilling mud is only the water based mud, (WBM) where the main constituents are water & bentonite etc.			

PART - C

Pollution discharged to environment/unit of output.

(Parameter as specified in the consent issued)

Pollution*	Quantity of Pollutants Discharged (mass/day)	Concentrations of pollutants in discharges (mass/volume)	Percentage or variation from prescribed standards with reasons
(a) Water	NIL, There is no discharge of pollutants to open Environment. The ETP plant installed at OIL'S drilling rigs are based on Zero Liquid Discharge (ZLD) technology, all the treated waste water is recycled back for the different operation of drilling. The formation water after separation from crude oil is pumped back to the underground formation through formation water disposal wells as	However, formation water & ETP treated waste water from drilling Rig is analyzed and the parameters are found within the prescribed limits. (Test report enclosed as Annexure-1)	There is no variation for the prescribed parameters. However, for no-prescribed parameters sometimes variation is observed.

	per guideline. The water balance flow chart of Drilling rig is enclosed as Annexure-1		
(b) Air	No major stack emission is there in the oilfield operations except engine exhausts & technical flares at Oil Collecting Stations & Power Plant. All generators are running on clean fuel like Natural Gas & High speed diesel.	The Stack and Ambient Air Quality (AAQ) are monitored in the fields regularly and the parameters are found within the prescribed limits. (Test report enclosed as Annexure-2)	The results show no variation from prescribed.

PART - D**HAZARDOUS WASTES**

As Specified under Hazardous Wastes (Management and Handling Rules, 1989)

Hazardous Wastes	Total Quantity (Kg)	
	During the previous Financial year	During the current financial year
(a) From process	Oily sludge 11470.648 MT (approx.) Spent Oil 79.566 KL (approx.)	Oily sludge 1340.00 MT (approx.) Spent Oil 158.00 KL (approx.)
(b) From pollution control facilities	NIL (There is no pollution control facilities generating hazardous waste)	NIL (There is no pollution control facilities generating hazardous waste)

PART - E

Solid Wastes

Solid Wastes	Total Quantity	
	During the previous Financial year	During the current financial year
(a) From process The solid waste includes drill cuttings from drilling wells. About 142 Cu. Meters of drill cuttings are generated per well. These drill cuttings in drilling wells are non hazardous as per classification of CPCB guideline. These cuttings are disposed into HDPE lined pit at drill site. Since only WBM is used therefore drill cuttings do not contain oil. (Analysis report of drill cutting is enclosed as Annexure-3).		
(b) From pollution control facilities	Negligible amount of solid wastes generated from ETP, which is kept in pits lined with HDPE lining, which are buried in disposal pits with the drill cuttings.	Negligible
(c) (1) Quantity recycled or re-utilized within the unit. (2) Solid (3) Disposed	Few portion of drill cutting is utilized for constructing & maintenance of well plinth and approach road.	

PART - F

Please specify the characterization (in terms of composition and quantum) of hazardous as well as solid wastes and indicate disposal practice adopted for both categories of wastes.

Hazardous Waste – Oily sludge

The oily sludge, which include waste oil/used oil tank bottom sludge, pigging, spill-scrap-offs etc., is brought to the steaming & recovery facility. After recovery of oil, the residue is dumped in HDPE lined pits made for the purpose. Bioremediation of oily sludge & oil spills is also being carried out.

Waste oil- disposed to authorized recyclers.

Solid Waste - Drill cuttings
Disposal practice - disposed into HDPE lined pit at drill site.

PART - G

Impact of the pollution abatement measures taken on conservation of natural resources and on the cost of production.

Impact of the pollution abatement measures taken on conservation of natural resources as per the Environmental Management Plan of the Company is very positive. No abnormality has been detected as yet in the Water, Air & Soil quality in the oil field areas of OIL though hydrocarbon exploration & production activities in these fields are continuing since more than 100 years. No adverse impact has been detected in the terrestrial or aquatic eco-systems. OIL has carried out a detailed Environment Assessment (EIA) at 12 Nos of OIL's Blocks located in Assam. The findings of the said study also substantiate the above facts. OIL has also obtained the Environment Clearance for the said EC Blocks from MoEF&CC vide EC No.(F. No.

Wastewater is collected in HDPE lined pits and treated in Effluent Treatment Plant (ETP) and treated effluent is collected in collection tank, from which it is re-circulated for drilling equipment cleaning, dust suppression. Sewage is discharged into septic tanks & then to sub-soil through soak pits. Dedicated paved storage area are identified for drilling chemicals, fuels, lubricants.

Monitoring ground water quality is done on regular basis (Test report enclosed as annexure-3).

Diesel Generator (DG) sets commissioned for field operation are equipped with acoustic enclosures & proper stack height as per CPCB guideline. Noise limit is kept within the prescribed limit (Test report enclosed as **Annexure-4**).

OIL has developed in-house technology for bio-remediation of oily sludges and the technology is being applied through MOU with The Energy Research Institute (TERI).

Impact on cost of production - Since some technological innovation has been adopted by OIL in the areas of Waste Management like recycle & reuse technology of drilling fluids, concept of cluster drilling, scientific disposal of MSW, incineration of Biomedical Waste, Bioremediation of oily debris etc., the cost of production has also decreased to some extent in these areas.

PART - H

Additional measures/investment proposal for environmental protection, abatement of pollution, prevention of pollution.

OIL incurs considerable amount as direct expenditure for environmental protection besides other capital investments in various areas of pollution control like water disposal wells, Ground water monitoring system, Mobile Air Quality Monitoring laboratory (Van), Effluent Treatment Plant, bioremediation, phytoremediation etc.

OIL is planning to invest in another Mass Tree Plantation Project in Abandoned Well sites in the coming years.

PART - I

Any other particulars for improving the quality of the environment.

1. OIL has taken Health, Safety and Environment (HSE) protection as one of its vision statement and gives top priority to HSE issues in its operation.
2. Various Depts. of OIL take care of the environmental management and pollution control aspects in their respective installation. OIL has a separate S&E Dept., which monitors the compliance of pollution control measures taken by the Dept. and reminds them time to time for ensuring compliance. The primary responsibility of implementation of pollution control measures are with the operating depts. However, S&E Dept. guides them from time to time on Environmental Protection measures.
3. OIL has carried out a number of projects including technological up gradation in the area of Environmental Protection.
4. Environmental protection is considered as an integral part of every field operation.
5. Regular monitoring of water & air in oilfield areas is an ongoing process with OIL.
6. Immediate remedial measures are taken for pollution problem arising out of OIL's operations, if any.
7. Municipal solid waste is disposed in a scientific way as per MSW Rules.
8. Bio-medical wastes are disposed as per BMW Rules.
9. OIL has obtained ISO-14001 for Medical, Fire Service, LPG plant, Power House; 4MGD water Treatment Plant, at Duliajan Trunk Pipeline and other installations.
10. Efforts are being made to integrate in built Pollution Control Mechanisms in all the new projects and machinery procured by OIL.
11. E-Waste generated is disposed to registered recycler. M/sAttero Recycling. A

contract has been awarded for the for regular collection and treatment of E-wastes as per prescribed guidelines.

12.Awareness Drive for Contractors on HSE Management.

13.Mitigation of Carbon Emission through Ecorestoration and Plantation: As part of OIL's commitment towards National Determined Contributions (NDC) and to commemorate 60th Foundation Year of OIL, an ambitious project for reducing our Green House Gas (GHG) emission levels has been undertaken by S&E Department in association with North East Institute of Science and Technology, Jorhat. Under the project, mass plantation of around 78,000 trees in a scientific manner and reclamation of 30-35 hectares of OIL's abandoned well sites is completed. NEIST is again engaged in maintenance of the plantation.

14. Implementation of leakage & spill Control measure:- An emergency shutdown system is in place in all facilities to initiate automatic shutdown actions. Installed leak detection systems and uses supervisory control and Data Acquisition Systems, pressure sensors, shut-in valves and pump off systems in crude oil transmission pipelines.

15.Installation of Central ETP: ETP of Capacity 5000 KLD at Tengakhat & 7000 KLD at STF Plant is being constructed to treat the formation water generation from production installations.

16.Online Emission Monitoring System: OIL is also installing Online Emission monitoring system at Stack of its power plant located at Duliajan & Secondary Tank Farm located Duliajan.

17.Subsidence has been carried by National Remote Sensing Centre(NRSC) & (ISRO) in Assam & Arunachal Pradesh to monitor the land subsidence due to extraction of hydrocarbon.

Sample Checklist Environmental Audit

**CHECK LIST FOR ENVIRONMENT AUDIT OF DRILLING/WORKOVER,
PRODUCTION AND OTHER INSTALLATIONS**

1. GENERAL:

- 1.1 Environment Audit Report for the financial year :
- 1.2 Name of Installation :
- 1.3 Brief of the Installation with flow charts (Please enclose separate sheets, if required) :
- 1.4 Environment statement submitted to SPCB for the year (Please attach a copy of the latest statement filed) :
- 1.5 Consent to establish/ operate obtained. :
- 1.6 EC obtained, if applicable. :

1.7 Brief Details :

a. Drilling rig

- Target depth :
- Mud system being used :
- Kind of drilling in progress :

Layout of different facilities at drilling site. Please attach a sketch of the site indicating the location of different facilities.

b. Processing facility

Average monthly capacity of production / processing of the installation

-- Design :

-- Actual :

Please attach a brief write-up on the facilities along with flow sheets.

2. WATER ENVIRONMENT:

2.1 Source of fresh water: River / Lake / ~~Tubewell~~ / Formation / Sea

2.2 Water consumption in m³/day

- i) Fresh
- ii) Recycled
(from drilling rig/ ETP)
- iii) Sea
- iv) Formation
- v) Any other

2.3 Water consumption in different areas, m³/day

Area	Design	Actual	
		Fresh	Recycle
a. Drilling			
b. Cooling			
c. Utilities (boilers etc)			
d. Sanitary			
e. Horticulture / Tree plantation			
f. Fire			
g. Any other			

2.4 Total quantity of effluents generated, average m³/day :

2.5 Source-wise break-up of effluents generated, average m³/day and their destination
(surface drain, ETP ,Central effluent pit etc.)

Type Destination	Source	Average m3/day
-- Process water conditioner		
-- <u>Separators</u>		
-- <u>Leakages</u>		
-- <u>Waste</u> from derrick / shale shakers /tank area etc.		
-- Formation		
-- Contaminated storm water		
- Any other		

2.6 Performance of individual ETP/Recycling system (industrial as well as domestic)

- (i) Provide flow scheme indicating capacities and operating parameters of individual sections.
- (ii) Design capacity, m3/day, (wet as well as dry weather flow):
- (iii) Actual influent flow, m3/day :
- (iv) Characteristics of influent (include MINAS and any other significant parameters):
- (v) Characteristics of treated effluent at the outlet of ETP (include MINAS as well SPCB stipulations indicating percent compliance w.r.t. each parameter :
- (vi) Steps taken to correct any non- compliance of stipulated effluent quality :
- (vii) Quantity of treated effluent recycled, m3/day :
- (viii) Quantity of treated effluent discharged m3/day and the point of discharge:
- (ix) Brief details of chemical dosings adopted and their efficacy :

2.7 Frequency of testing of treated effluent discharged outside :

2.8 Quality of receiving water body – upstream and down stream of discharge point : (Provide analytical data)

- 2.9 Consent for effluent discharge valid till.....
- 2.10 Application for renewal of consent submitted on.....
- 2.11 Steps taken for correcting any non- compliance of statutory stipulations as pointed out by statutory authorities :
- 2.12 Mode of disposal for effluents

3. AIR ENVIRONMENT

3.1 EMISSIONS

3.1.1 Gas Flaring

- Quantity, average m³/day :
- % on total gas production :
- 'S' content of gas (raw as well as treated) :
- Quantum of 'S' recovered in the year :
- SO₂ emission due to gas flaring, average kg/day :

3.1.2 Flaring facilities :

- No. of stacks ,ground flare and box flares in operation :
- Capacity and height of such flares :
- Provision of wall around the ground flare as per norms :

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3.1.3 Boilers / Generators/ any other prime mover

- Types of fuel used :
- Quantity of each type of fuel used, average m3/day :
- SO2 emission due to fuel firing, kg/day :

3.1.4 Fugitive emissions

- Is regular monitoring carried out (For HC, H2S etc):- Yes / No
- If yes, give details (frequency, duration of sampling and typical values)
- Annual consumption of CFC / Halon, if used:
- Total inventory of CFC / Halon in use and in stores:
- Plans for replacement of CFC /Halons.

3.1.5 Emission monitoring and compliance status. Details of emission monitoring and percent compliance of statutory stipulations.

3.2 AMBIENT AIR QUALITY

(i) No. of ambient air quality monitoring (AAQM) stations in operation :

<u>Sl.No.</u>	Station	Type (Manual or Continuous)	Pollutants monitored including meteorological parameters	Frequency and duration of sampling	Values	
					24 hrs Max	Annual Average

(ii) Location of AAQM based on: Dispersion modeling / SPCB Recommendations / Other considerations

4. LAND ENVIRONMENT

4.1 Solid Wastes

(Data on raw sludge & drill cuttings)



Sl.No.	Type of Sludge	Source	Rate of generation, t/yr	Typical Analysis
1.	Oily Sludge	Crude Tank Bottoms		
		Product Tank bottoms		
		ETP facilities		
		Any other		
2	Chemical Sludge			
3	Bio Sludge			
4	Drill cuttings			
5	Spent catalyst			
6	Any other			



4.2 Data on treated (ultimate) sludge :

Sl.No.	Type of Sludge	Rate of disposal, t/yr	Treatment methods adopted	Typical analysis including metal content	Disposal methods adopted

*Please give details of treatment methods adopted separately.

4.3 Ground Water Monitoring

- Location of sampling points
- Frequency of sampling
- Monitored values

4.4 Has ~~authorisation~~ from SPCB been obtained for handling and storage of hazardous wastes? If yes, please ~~annexe~~ a copy of the latest ~~authorisation~~ letter.

5. HAZARDOUS MATERIALS HANDLING

- Please give a list of hazardous chemicals stored along with material safety data sheet (MSDS) and their quantity; type of storage; and fire and safety measures incorporated.

6. NOISE ENVIRONMENT

a) Frequency of noise survey :

b) List ~~inplant~~ noise survey results =

S.NO.	LOCATION	NOISE LEVEL, dBA (RANGE)
1.		
2.		
3.		
4.		
5.		

c) Does any employee get exposed to noise level beyond OISD norms (Ref. OISD-GDN-166) as given below = Yes / No

90 dBA	-	8 Hrs.
92 dBA	-	6 Hrs.
95 dBA	-	4 Hrs.
97 dBA	-	3 Hrs.
100 dBA	-	2 Hrs.
102 dBA	-	1 1/2 Hrs.
105 dBA	-	1 Hr.

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110 dBA - 1/2 Hr.
115 dBA - ¼ or less

d) If yes, action taken for mitigation / protection of employees and public :

e) Compliance of air quality (noise) standard :

Monitoring point along the plant boundary	Noise Level, dBA		Actual (range)	
	<u>Standard</u>			
	Day	Night	Day	Night
-----	-----	-----	-----	-----

7. TREE PLANTATION / GREEN BELT / ECOLOGICAL PARK DEVELOPMENT / LAND RECLAMATION

- No. of trees / other plants existing in and around the installation:

- If green belt is existing, width of green belt:
- Types of trees / plants existing:
- No. of trees planted in the last two years and the future ~~programme~~ programmes :
- If ECO - Park is existing, brief details of the same:
- Normal practice of land reclamation & measures taken for land reclamation.

8. OCCUPATIONAL HEALTH AND SAFETYa) Work environment monitoring (past one year data)

Sl.No.	Toxic Substance	Area	Monitored Values				Frequency of observations	Remarks
			TLV		STEL			
			Statutory	Actual	Statutory	Actual		
1.	SO ₂							
2.	CO							
3.	H ₂ S							
4.	Cl ₂							
5.	NH ₃							
6.	HC							
7.	Any other							

Exceedence of STEL (15 mts) and / or TLV (8 Hr) limit observed for any toxic substance at any time : Yes/No

If yes, please list the substance and reasons for exceedence :

Measures taken to avoid such exceedence in future :

b) Medical check up (Past one year data)

Group	Target	Actual	%Of Total Employee	Remarks
-----	-----	-----	-----	-----

♦ Executives

♦ Non Executives

Statutory

☐ Driver☐ Radiographer☐ Welder

- Haz. Substance handlers
- c) No. of Persons found affected :
- d) Mitigation / preventive measures taken to safeguard the health of affected as well as unaffected persons :
- e) Other activities pertaining to occupational health like training, awareness campaigns etc :

9. HUMAN RESOURCES DEVELOPMENT

- Training of employees in environment protection, health and safety
 - Types & frequency of training courses conducted :
 - Percent employees covered so far :
 - Future programmes :

10. MISCELLANEOUS :

1. Please state when last EIA was carried out.
2. Please state when risk analysis studies were carried out.
3. Have recommendations arising out of risk analysis studies been implemented / incorporated in DMP.
4. Does the risk analysis study cover environment risks also ? If yes, please give details.
5. What are the laboratory facilities available for testing environment parameters \
6. ~~Incinerator~~ for disposal of solid waste.
7. Any other item.

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Sample 6-monthly EC Compliance

SIX MONTHLY COMPLIANCE REPORT OF BORHAT-TITLAGARH AREA

(For the period from 1st Oct 2019 to 31st March 2020)

General Conditions:

S.No.	CONCERN	COMPLIANCE
I.	The project authorities : stipulations made by the APCB, State Government and any other statutory authority.	Complied in this the statutory authorities like APCB, DGMS, OHS are complied as and when posed.
II.	No further expansion or modification in the project shall be carried out without prior approval of the Ministry of Environment & Forests. In case of deviations or alterations in the project proposal from those submitted to this Ministry for clearance, a fresh reference shall be made to the Ministry to assess the adequacy of conditions imposed and to add additional environmental protection measures required, if any.	Complied.
III.	The project authorities must strictly comply with the rules and regulations under Manufacture, Storage and Import of Hazardous Chemicals Rules, 2000 as amended subsequently. Prior approvals from Chief Inspector of Factories, Chief Controller of Explosives, Fire Safety Inspectorate etc. must be obtained, wherever applicable.	Complied wherever applicable
IV.	The overall noise levels in and around the plant area shall be kept well within the standards by providing noise control measures including acoustic hood, silencers, enclosures etc. on all sources of noise generation. The ambient noise levels shall conform to the standards prescribed under EPA Rules, 1989 viz. 75 dBA (daytime) and 70 dBA (night time).	Noise control measures like silencers, enclosures etc. have been provided on all sources of noise generation. Ambient noise levels have been maintained conforming to standards under EPA Rules. The ambient noise levels are being monitored/controlled.
V.	A copy of clearance letter shall be sent by the proponent to concerned Panchayat, Zila Parishad / Municipal Corporation, Urban Local Body and the local NGO, if any, from whom suggestions / representations, if any, were received while processing the proposal. The clearance letter shall also be put on the web site of the company by the proponent.	Complied. Also the clearance letter has been put-up on the company website.

VI.	The project proponent shall upload the status of compliance of the stipulated environment clearance conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of the MOEF, the respective Zonal Office of CPCB and the APSPCB. The criteria pollutant levels namely; PM ₁₀ , SO ₂ , NO _x , HC (Methane & Non-methane), VOCs (ambient levels as well as stack emissions) or critical sectoral parameters, indicated for the projects shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.	Being Complied.
VII.	The project proponent shall also submit six monthly reports on the status of the compliance of the stipulated environmental conditions including results of monitored data (both in hard copies as well as by e-mail) to the Regional Office of MOEF, the respective Zonal Office of CPCB and the APSPCB. The Regional Office of this Ministry / CPCB / APSPCB shall monitor the stipulated conditions.	Being Complied.
VIII.	The environmental statement for each financial year ending 31 st March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of environmental conditions and shall also be sent to the respective Regional Offices of the MOEF by e-mail.	Environmental statement in Form-V is submitted for each financial year ending 31 st March. (Enclosed as Annexure-I)
IX.	The Project Proponent shall inform the public that the project has been accorded environmental clearance by the Ministry and copies of the clearance letter are available with the APSPCB and may also be seen at Website of the Ministry of Environment and Forests at http://envfor.nic.in . This shall be advertised within seven days from the date of issue of the clearance letter, at least in two local newspapers that are widely circulated in the region of which one shall be in the vernacular language of the locality concerned and a copy of the same shall be forwarded to the Regional office.	Complied. Details of the environmental clearance are published in the local newspapers.
X.	Project authorities shall inform the Regional Office as well as the Ministry, the date of financial closure and final approval of the project by the concerned authorities and the date of commencing the land development work.	Under compliance.

Specific Conditions:

Sl No.	CONDITIONS	COMPLIANCE
I.	As proposed, only 2 Nos. exploratory wells shall be drilled. No additional wells shall be drilled without prior permission from this Ministry.	Agreed to comply. Drilling activities are conducted as per the approval received from MoEF & CC.
II.	Permission and recommendations of the State Forest Department regarding impact of the proposed plant on the surrounding Dilli Reserve Forest and Sapekhati Reserve Forest located within 10 km radius of the project site shall be obtained a recommendations shall be implemented satisfactorily.	None of the drilled wells has fallen within 10 km distance of nearby RF. Thus, permission from the State Forest Department is not taken.
III.	Ambient air quality shall be monitored near the closest human settlements as per the National Ambient Air Quality Emission Standards issued by the Ministry vide G.S.R. No. 826(E) dated 16 th November, 2009 for PM ₁₀ , PM _{2.5} , SO ₂ , NO _x , CO, CH ₄ , HC, Non-methane HC etc.	Complied. Ambient air quality of the nearby area monitored as per NAAQ emission standards. (Test report enclosed as Annexure-II)
IV.	The flare system shall be designed as per good oil field practices and Oil Industry Safety Directorate (OISD) guidelines. The stack height shall be provided as per the regulatory requirements and emissions from stacks will meet the MOEF/CPCB guidelines.	Complied.
V.	The company shall make the arrangement for control of noise from the drilling activity. Acoustic enclosure shall be provided to DG sets and proper stack height shall be provided as per CPCB guidelines.	Complied. Noise barriers are constructed for reduction of Noise Level. Noise levels are monitored at suitable period. DG sets are provided with proper stack height and acoustic enclosures as per CPCB guidelines.
VI.	Mercury shall also be analyzed in air, water and drill cuttings twice during drilling period.	Complied. Drill cuttings and drilling fluid have been tested at NEIST, Jorhat for analysing heavy metals – no heavy metal found. Presence of Mercury in air and water was also analyzed in our laboratory – not detected. (Test report enclosed as Annexure-III)
VII.	Approach road shall be made pucca to minimize generation of suspended dust.	Complied. Approach roads are being made with black topping to minimize generation of suspended dust.

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VIII.	Total fresh water requirement shall not exceed 50 m ³ /day per well and prior permission shall be obtained from the concerned agency.	Complied. Use of fresh water limited to permissible quantity. No objection certificate received from central ground water board, N.E. Region, Guwahati.
IX.	The company shall construct the garland drain all around the drilling site to prevent runoff of any oil containing waste into the nearby water bodies. Separate drainage system shall be created for oil contaminated and non-oil contaminated. Effluent shall be properly treated and treated wastewater shall conform to CPCB standards.	Complied. Constructed the garland drains all around the drilling sites. Effluent water is being reused/re-cycled after treatment at mobile ETPs.
X.	Drilling wastewater including drill cuttings wash water shall be collected in disposal pit lined with HDPE lining evaporated or treated and shall comply with the notified standards for on-shore disposal. The membership of common TSDF should be obtained for the disposal of drill cuttings and hazardous waste. Otherwise, secured land fill shall be created at the site as per the design approved by the CPCB and obtain authorization from the SPCB. Copy of authorization or membership of TSDF shall be submitted to Ministry's Regional Office at Shillong.	HDPE liner being provided in the waste water disposal pit. Complied. There is no common TSDF facility nearer to our operational areas in the state of Assam. Drill cuttings are being disposed in a pit at site having HDPE lining.
XI.	Good sanitation facility shall be provided at the drilling site. Domestic sewage shall be disposed off through septic tank/ soak pit.	Complied.
XII.	Oil spillage prevention and mitigation scheme shall be prepared. In case of oil spillage/contamination, action plan shall be prepared to clean the site by adopting proven technology. The recyclable waste (oily sludge) and spent oil shall be disposed of to the authorized recyclers.	Oil spillage prevention and mitigation scheme is in place. Spent oil is disposed through authorised recycler as per present practice.
XIII.	The company shall comply with the guidelines for disposal of solid waste, drill cutting and drilling fluids for onshore drilling operation notified vide GSR.546(E) dated 30 th August, 2005.	Disposal of solid waste, drill cuttings and drill fluid have been done as per guideline.
XIV.	The Company shall take necessary measures to prevent fire hazards, containing oil spill and soil remediation as needed. Possibility of using ground flare shall be explored. At the place of ground flaring, the overhead flaring stack with knockout drums shall be installed to minimize gaseous emissions during operation.	Measures to prevent fire hazards, containing oil spill and soil remediation have been taken. Flaring of gases has been done as per OISD standard.

XV.	The company shall develop a contingency plan for H ₂ S release including all necessary aspects from evacuation to resumption of normal operations. The workers shall be provided with personal H ₂ S detectors in locations of high risk of exposure along with self-containing breathing apparatus.	OIL never encountered H ₂ S and no such evidence exists in our field of operation. However, a contingency plan for H ₂ S has been released and is in place.
XVI.	The Company should carry out long term subsidence study by collecting base line data before initiating drilling operation till the project lasts. The data so collected should be submitted six monthly to the Ministry and its Regional Office at Shillong.	Under compliance.
XVII.	Blow Out Preventer (BOP) system shall be installed to prevent well blowouts during drilling operations. BOP measures during drilling shall focus on maintaining well bore hydrostatic pressure by proper pre-well planning and drilling fluid logging etc.	Complied.
XVIII.	Emergency Response Plan (ERP) shall be based on the guidelines prepared by OISD, DGMS and Govt. of India.	Complied wherever applicable. Emergency Response Plan of OIL is reviewed and prepared based on the guidelines as per OISD, DGMS & GOI.
XIX.	The company shall take measures after completion of drilling process by well plugging and secured enclosures, decommissioning of rig upon abandonment of the well and drilling site shall be restored the area in original condition. In the event that no economic quantity of hydrocarbon is found a full abandonment plan shall be implemented for the drilling site in accordance with the applicable Indian Petroleum Regulations.	Complied. In case of abandonment of well, all statutory regulations are complied and restoration of location is done as per company's well abandonment policy.
XX.	Occupational health surveillance of the workers shall be carried out as per the prevailing Acts and Rules.	Complied.
XXI.	In case the commercial viability of the project is established, the Company shall prepare a detailed plan for development of oil and gas fields and obtain fresh environmental clearance from the Ministry.	Under Compliance. Application submitted.
XXII.	Restoration of the project site shall be carried out satisfactorily and report shall be sent to the Ministry's Regional Office at Shillong.	Complied.
XXIII.	Oil content in the drill cuttings shall be monitored by some Authorized agency and report shall be sent to the Ministry's Regional Office at Shillong.	Complied. Oil content in drill cuttings is examined by NEIST, Jorhat and monitored by the competent persons of the Company. (Test Report enclosed as annexure- IV)
XXIV.	Company shall ensure good housekeeping at the drilling site.	Complied.

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XXV	Company shall prepare project specific environmental manual and a copy shall be made available at the drilling site for the compliance.	Complied.
XXVI	Company shall adopt Corporate Environment Policy as per the Ministry's O.M. No. J-1101341/2006-IA.II (I) dated 2 nd 11/2006 implemented.	Complied. The environment policy in tri language has been prepared and circulated. (Enclosed as annexure-V)
XXVII	Company shall have own Environment Management Cell having qualified persons with proper background. Full-fledged laboratory facilities must be set up to carry out the environmental management and monitoring functions.	OIL has a dedicated Safety & Environment department with qualified personnel. Full-fledged laboratory facility is also available with OIL.

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Appendix 5: Sample DGMS Audit Findings Tracker

	Audit No.	Recommendation No.	Mine	department/installation	Date of Audit	DGMS letter Reference	Regulation	
1		1	Workover Mine			1. This Directorate's letter No. Ghy A/OI/WOM/P-18/420 dated 18.02.2019 2. Your Manager's reply vide letter No. DRUG/HSE/W-8-86/2019 dated 30.03.2019 3. This Directorate's letter No. Ghy A/OI/2227 dated 11.04.2019 4. Your Manager's reply vide letter No. DRUG/HSE/W-8-155/2019 dated 06.06.2019 5. This Directorate's letter No. Ghy A/OI/WOM/P-19 dated 20.06.2019 6. Ghy A/OI/WOM/P/2372	1. The compliance report for violation under Regulation 28(x) of the OI Mines Regulation, 2017 is not complying with the particular provision of the OI Mines Regulation, 2017, hence the said violation has been not complied. Further, in the compliance report shortage of manpower in M/S OI however, to see that safety in every respect is ensured at each installation, the installation manager shall visit and examine the installation or part thereof under his charge on every working day.	
2	1	2	Workover Mine	Rig OH-08 at Loc: MCK4028			2. The reply submitted for the violation under Rule 29C of the Mines Rules, 1955 is not complying with the provision of the Mines Rules, 1955, hence the said violation has been not complied. Therefore, in accordance with the provision of Section 18(1) of the Mines Act, 1952, an agent of the mine, you are requested to ensure the compliance of the provisions of the Reg 28(x) of the OI Mines Regulation, 2017 and the provisions under Rule 28B read with Rule 29C of the Mines Rules, 1955 at your mine under intimation in writing to this Directorate at the earliest.	
3		3	Workover Mine				1. As required under the provisions of the Regulation 27(b) of the OI Mines Regulations, 2017, a Plan and Section of the accident showing the details was not enclosed with the inquiry report.	
4	2			Rig DM-2 at Loc: KLN8012		Ghy A/OI/WOM/SA-7/2329		

	DGMS letter Reference	Regulation	Recommendation	OIL reply letter reference	Compliance	EDC	
1	1. This Directorate's letter No. Ghy A/OI/WOM/P-18/420 dated 18.02.2019 2. Your Manager's reply vide letter No. DRUG/HSE/W-8-86/2019 dated 30.03.2019 3. This Directorate's letter No. Ghy A/OI/2227 dated 11.04.2019 4. Your Manager's reply vide letter No. DRUG/HSE/W-8-155/2019 dated 06.06.2019 5. This Directorate's letter No. Ghy A/OI/WOM/P-19 dated 20.06.2019 6. Ghy A/OI/WOM/P/2372		1. The compliance report for violation under Regulation 28(x) of the OI Mines Regulation, 2017 is not complying with the particular provision of the OI Mines Regulation, 2017, hence the said violation has been not complied. Further, in the compliance report shortage of manpower in M/S OI India Limited. However, to see that safety in every respect is ensured at each installation, the installation manager shall visit and examine the installation or part thereof under his charge on every working day.	DRUG/HSE/W-8-296/2019, dated 28.12.2019	1. In addition to our earlier statements against this point vide letters: i. DRUG/HSE/W-8-86/2019 dated 30.03.2019 ii. DRUG/HSE/W-8-155/2019 dated 06.06.2019 hereby we would like to state that best effort will be given to ensure safety in every respect at each installation. In spite of shortage of manpower, best effort will be given by installation manager(s) to visit and examine the installation or part thereof on every working day.		COMPLIED
2			2. The reply submitted for the violation under Rule 29B read with Rule 29C of the Mines Rules, 1955 is not complying with the particular provision of the Mines Rules, 1955, hence the said violation has been not complied. Therefore, in accordance with the provision of Section 18(1) of the Mines Act, 1952, an agent of the mine, you are requested to ensure the compliance of the provisions of the Reg 28(x) of the OI Mines Regulation, 2017 and the provisions under Rule 28B read with Rule 29C of the Mines Rules, 1955 at your mine under intimation in writing to this Directorate at the earliest.		2. IME/PAT policy for contractual employees has been reviewed by the competent authority as per your advice. Accordingly, medical examination certificate of contractual employees issued by OI, engaged hospitals would be counter signed by Medical Officer of OI Hospital.		COMPLIED
3			1. As required under the provisions of the Regulation 27(b) of the OI Mines Regulations, 2017, a Plan and Section of the accident showing the details was not enclosed with the inquiry report.		1. The plan and section of the site of the accident showing the details is enclosed herewith which is duly signed and dated by the surveyor and counter signed and dated by the undersigned.		COMPLIED
4	Ghy A/OI/WOM/SA-7/2329				2. Warning letter has been issued to the person(s) held		

	EDC	STATUS	Action to be taken by
1		COMPLIED	
2		COMPLIED	
3		COMPLIED	
4		COMPLIED	

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Audit No.	Recommendation No.	Mine	department/Installation	Date of Audit	DGM S letter Reference	Regulation	Recommendation	OIL reply letter reference	Compliance	EDC	STATUS	Action to be taken by
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Appendix 6: OISD Audit

Sample OISD Audit Findings Tracker

B	C	D	E	F	G	H	I	J	K
Sr. No.	Audit date	Heading Name	Master Sr. No.	Recommendation	Last Action taken	OISD's Review	EDC	EDC[enter if changed] DD/MM/YYYY	Action taken
1	19/03/2020	OISD Incident Investigation 28.01.2020	OISD_IL_03022020_1	Work permit system should be implemented for any kind of troubleshooting job in control room. Authorization should be maintained for different nature of jobs so that only qualified and competent persons carry out specific Scope analysis study to be carried out considering the design parameters and necessary measures shall be implemented in CTF, crude feeding installation and pipelines connecting the CTF.					Implemented
2	19/03/2020	OISD Incident Investigation 28.01.2020	OISD_IL_03022020_2						Action initiated for hiring services for carrying out scope analysis of CTF, Dulajayan (Post STB commissioning scenario) and also to extend the same for other similar installation i.e. Moran Tank farm, ITR, Tangkhat and upcoming ITR. Latest Status: PR raised. Fixing of tender under progress. EDC: 31/07/2022
3	19/03/2020	OISD Incident Investigation 28.01.2020	OISD_IL_03022020_3	Management of Change (MOC) system to be implemented while carrying out any modification in any process, controls and protection system. All the HAZOP recommendations should be addressed before implementing any modification.					System of Management of Change (MOC) as per

Not set				Unrestricted	Confidential	Highly Confidential	Restricted			
A	B	C	D	E	F	G	H	I	J	K
3	19/03/2020	OISD_Incident Investigation 28.01.2020	OISD_IL_03022020_3	Management of Change (MOC) system to be implemented while carrying out any modification in any process, controls and protection system. All the HAZOP recommendations should be addressed before implementing any modification.						System of Management of Change (MOC) as per OISD-178 has been followed in similar installation. ITR, Tangkhat for fire fighting system modification job. The same will also be followed for any pipeline modification job at CTF, Dulajayan. Before taking up any new modifications at CTF, Dulajayan it will be ensured that all HAZOP recommendations are complied. Hence it is proposed to be considered as complied.
4	19/03/2020	OISD_Incident Investigation 28.01.2020	OISD_IL_03022020_4	Pressure control and protection mechanism to be incorporated in the existing system for maintaining pressure within normal operating range and activate automatic shutoff of pumps in case of any pressure excursion beyond acceptable limits.						To study the

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Sample OISD Status Responsibility Matrix

Not set		Unrestricted		Confidential		Highly Confidential		Restricted	
Sr. No.	Audit date	Installation	Observation	Last Action_taken	OISD's Review	EDC	Action_taken		
34		I-OCS-01-NHK	Continuous pilots with a means of remote ignition were not provided for ground flare. To ensure ignition of flare gases, continuous pilots with a means of remote ignition should be provided (OISD-STD-106, clause 8.3.10)Continuous pilots with a means of remote ignition were not provided for ground flare. To ensure ignition of flare gases, continuous pilots with a means of remote ignition should be provided (OISD-STD-106, clause 8.3.10)		No action has yet been taken.In view of the above, the observation stands open.	No EDC	For installation of continuous pilots with remote ignition will require lot of modification in the existing ground flare system. It is felt prudent that all the recommendation / observation like flare pit protection, remote ignition, purging related to ground flare system may be considered together for a comprehensive approach. Implementation of the same may also be considered while carrying out other jobs related to ground flare system.		
78		I-OCS-08-NHK	Continuous pilots with a means of remote ignition were not provided for ground flare. To ensure ignition of flare gases, continuous pilots with a means of remote ignition should be provided (OISD-STD-106, clause 8.3.10)		No action has yet been taken.In view of the above, the observation stands open.	No EDC	For installation of continuous pilots with remote ignition will require lot of modification in the existing ground flare system. It is felt prudent that all the recommendation / observation like flare pit protection, remote ignition, purging related to ground flare system may be considered together for a comprehensive approach. Implementation of the same may also be considered while carrying out other jobs related to ground flare system.		
106		I-OCS-IAPUR	Continuous pilot with a means of remote ignition was not provided for ground flare. To ensure ignition of flare gases, continuous pilot with a means of remote ignition is required to be provided.(OISD-STD-106, clause 8.3.10)		No action has yet been taken.In view of the above, the observation stands open.	No EDC	For installation of continuous pilots with remote ignition will require lot of modification in the existing ground flare system. It is felt prudent that all the recommendation / observation like flare pit protection, remote ignition, purging related to ground flare system may be considered together for a comprehensive approach. Implementation of the same may also be considered while carrying out other jobs related to ground flare system.		

EDC	Action_taken	Status	Responsibility	Service Dept. Support
No EDC	For installation of continuous pilots with remote ignition will require lot of modification in the existing ground flare system may be like total revamping/ redesign of the Ground flare system. It is felt prudent that all the recommendation / observation like flare pit protection, remote ignition, purging related to ground flare system may be considered together for a comprehensive approach. Implementation of the same may also be considered while carrying out other jobs related to ground flare system.	Not complied	IM-OCS-1	Instrumentation
No EDC	Moreover, suitability of available technologies to be explored for implementation.			
No EDC	For installation of continuous pilots with remote ignition will require lot of modification in the existing ground flare system may be like total revamping/ redesign of the Ground flare system. It is felt prudent that all the recommendation / observation like flare pit protection, remote ignition, purging related to ground flare system may be considered together for a comprehensive approach. Implementation of the same may also be considered while carrying out other jobs related to ground flare system.	To be reviewed	IM-OCS-8	Instrumentation
No EDC	Moreover, suitability of available technologies to be explored for implementation.			
No EDC	For installation of continuous pilots with remote ignition will require lot of modification in the existing ground flare system may be like total revamping/ redesign of the Ground flare system. It is felt prudent that all the recommendation / observation like flare pit protection, remote ignition, purging related to ground flare system may be considered together for a comprehensive approach.	To be reviewed	IM-OCS-	Instrumentation

OISD Audit Findings Headers

Installation	Observation	Last Action taken	OISD's Review	EDC	Action taken	Status	Responsibility	Service Dept. Support

Appendix 7: Accident Reporting

Sample Accident Report

Oil India Limited

(A Govt. of India Enterprise)

REPORT OF ACCIDENT

(To be filled up forthwith)

1.a	Name of the Injured	:	Shri
1.b	Employee no/ Regd . No. of Injured	:	
2.a	Event Date	:	
2.b	Event Time	:	
3.1	Accident Place (Work Area)	:	Cardwell#C, Well no Mrn#82
3.2	Exact Location	:	Working platform
4	Mine	:	WORKOVER MINE
5	Nature and extent of injury	:	MINOR REPORTABLE
6	Brief Description of the accident	:	See attached sheet
7	Cause of accident	:	Carelessness
8	Date of Birth	:	
9	Work Experience	:	33
10	Who or What is Responsible for accident	:	CARELESSNESS
11	Name of the witness of the accident	:	
12	Person in direct charge at the time of accident	:	
13	How can a similar accident be prevented	:	BY BEING MORE CAREFUL

Name & Signature of
Installation Manager
Date:

Name and Signature of Department Head
Date

For Medical Department Use

Classification of Injury
(M&D/ Minor Reportable/ Serious/ Fatal)

MINOR REPORTABLE

Date

Name & Sign of Attending Doctor

Copy: Head-ER/Head-H&H/ Concerned Dept from Medical/ Concerned Dept/ Head-S&E

Instructions:

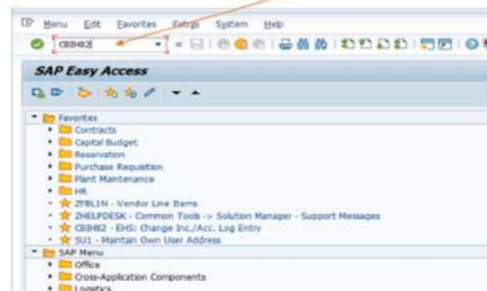
- Inform Safety Department immediately over telephone – 7260, 7294, 7295, 7296, 7297
- Comply with statutory returns to Mines Authority if injury is SERIOUS or FATAL
- Concerned department to liaise with Medical for knowing the nature of injury
- 5 copies of this format to be sent to Head-H&H
- After classification of injury, Head-H&H will distribute the same to the copy holders.

Date:11/4/2011

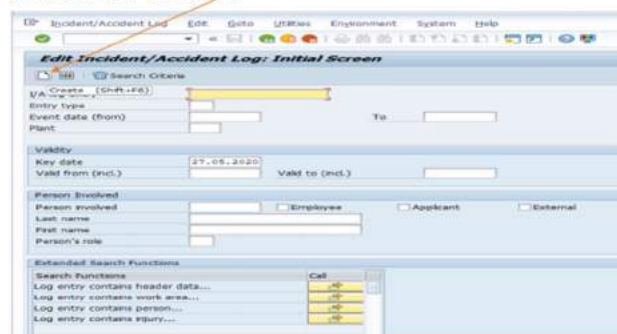
Page: 1

Sample SOP for Reporting of Accidents in OIL ERP

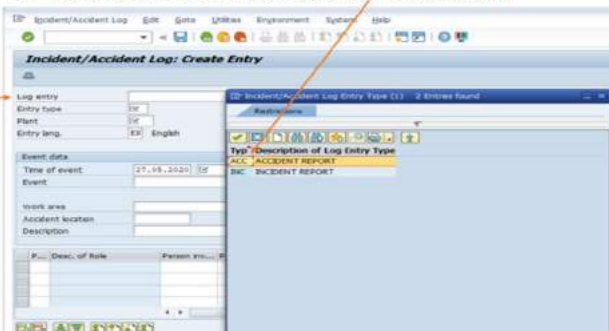
1. Type in the transaction code: CBIH82



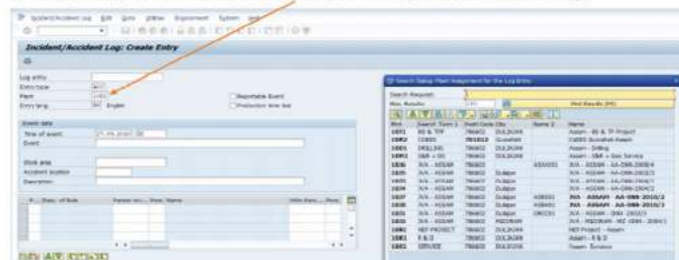
2. Press "ENTER" key or EXECUTE
3. Click on the 'Create Tab'



4. Log Entry field: keep it 'blank'
5. Entry Type: Drop down and select 'ACC' (i.e. Accident)



6. Plant: Drop down and select Plant. (for example: 10D1 for drilling)



E-TENDER NO. CDH7137P22

Select the plant from the following list as per your applicability.

[illegible]

7. **Entry Language:** By default, it is in 'EN' (English)
8. **Click in the box "Reportable Event"** if the accident is reportable.

[illegible]

9. Time of Event: Enter the date and time of accident.
10. Event: Description of the incident in one line. (Limited characters only)
11. Work Area: Drop down and select.

- 12. Accident Location: Drop down and select the location. (Drop down is limited). If location is not available, keep it blank.**
13. Description: Copy the content written in the 'event' field and paste.

14. Enter Data in the table.
15. Pers. Role: Select "INJ".

The screenshot shows the 'Incident/Accident Log: Create Entry' window. The 'Pers. role' dropdown is set to 'INJ'. A 'Person Involved' dialog box is open, showing a list of roles with 'Person Affected' selected.

16. Person Involved: In case of Company Employee, select from the option "Employee/ Applicant" as applicable and then find the employee from "Last & First name". Type either the last name or first name or both then click 'v'. Employee's Regn no. gets entered automatically. In case of Contractor Casual Labour, select "External Person" and then find.

The screenshot shows the 'Incident/Accident Log: Create Entry' window. The 'Person Involved' dialog box is open, showing the 'Person Affected' tab. The 'Person Group Selection' dialog box is also open, showing the 'Employee' option selected.

17. Click on the symbol of HAT at left-top corner below Menu bar. New window appears where event data is already filled up. Damage Tab: Needs to be filled up only when any equipment is damaged else skip.

The screenshot shows the 'Incident/Accident Log: Create Entry' window. The 'HAT' symbol is clicked, and a new window appears showing the 'Incident/Accident Log: Edit Entry' window. The 'Damage' tab is selected, and the 'Damage' section is filled up.

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18. Click on "Mine Accident Data" tab. New window appears. Person I/C during Accident: Type name of Shift In-Charge/ Supervisor/ Headman as applicable with ID number.
19. Mine: Select from drop down as applicable (e.g. Drilling or Workover)
20. Who or what Responsible for Accident: Keep it blank.
21. Accident could be avoided by: Keep it blank.
22. Work experience: Fill up by typing.

The top screenshot displays the SAP Incident/Accident Log 'Edit Entry' screen. The search criteria are set to 'ACCIDENT REPORT'. The 'Event' field is populated with 'Accident accident entry not'. The 'Available Phrases' list includes:

- ENHSP-HLT.00000040 - Phrases Code and Text - Note
- ENHSP-HLT.00000040 - Phrases Code and Text - Note
- ENHSP-HLT.00000040 - Production Oil Well
- ENHSP-HLT.00000040 - Pipe Gas Well
- ENHSP-HLT.00000040 - Production Gas Well
- ENHSP-HLT.00000040 - Drilling Well
- ENHSP-HLT.00000040 - Refurbish Well
- ENHSP-HLT.00000040 - SHUTDOWN WELL

The bottom screenshot shows the same interface with a search for 'FATAL'. The 'Available Phrases' list includes:

- ENHSP-10000000000000016 - FATAL
- ENHSP-10000000000000017 - MHD (MINOR & DISCHARGE)
- ENHSP-10000000000000018 - MINOR REPORTABLE
- ENHSP-10000000000000019 - SERIOUS

23. Cause of Accident: Keep it blank.
24. Name of witness to Accident: Type name with ID number.
25. Accident category: Keep it blank if not categorized by doctor.
26. Name of external person: Fill up only when applicable (In case of Casual Labour only).
27. SAVE the document. Document number will automatically generate.

[illegible]

E-TENDER NO. CDH7137P22

PRINTING OF REPORT

1. Transaction Code: CBIH83
2. Execute or Enter. New window appears.
3. Enter only event date and Click  on the tab "Hit List" (Left-top side below Menu Bar).

The screenshot displays the 'Display Incident/Accident Log: Initial Screen' of the Incident/Accident Log application. The interface is organized into several sections for defining search criteria:

- Search Criteria:**
 - Incident Type:** Set to 'FBI'.
 - Event date (from):** Set to '27-08-2020'.
 - To:** An empty date field.
 - Plant:** Set to 'A'.
- Validity:**
 - Key date:** Set to '27-09-2020'.
 - Valid from (incl.):** An empty date field.
 - Valid to (incl.):** An empty date field.
- Person Involved:**
 - Person involved:** A dropdown menu with options: ☒ Employee, ☐ Applicant, ☐ External.
 - Last name:** An empty text field.
 - First name:** An empty text field.
 - Person's role:** An empty text field.
- Extended Search Functions:**
 - Search Functions:** A list of search criteria with checkboxes:
 - ☒ Log entry contains header data...
 - ☒ Log entry contains work area...
 - ☒ Log entry contains person...
 - ☒ Log entry contains injury...
 - Call:** A dropdown menu with options: ☒ Call, ☐ Incident, ☐ Injury.

[illegible]

4. Go to 'Menu Bar'.
5. Click on 'Incident/ accident log' and then click on "Report Information System". New window appears.
6. In case of 'Employee' click on the symbol of text box under "OIL_ACC".
7. In case of 'Casual / Contractor's Labour' click on the symbol of text box under "NONEEMP ACC".
8. Accident/ Incident Report appear in Word Format

The screenshot shows the 'Report Information System' menu open. The menu options are: Create, Edit, Display, Display <=> Edit (Ctrl+F1), Save, Assign Version, Report Information System (highlighted), Status Switch, Navigation, Export, and Exit (Shift+F3). The background shows the 'Log: Hit List (1 Hits)' table with one entry: 'Near. of Plant for I' with status 'Created 27.05.2020 dummy accident entry test'.

Report Information System: Report Tree (2 Hits)

Open: Incident/Accident Log

- Incident/Accident Log
 - World
 - English
 - Accident Reports
 - Display doc. on front-end PC

*Appendix 8: OISD FIR***FIR on Major Incident****Date: 10****FIR on Major incident to OISD****FIR Report No. : 13**

Name of reporting Organisation:	OIL	Sector :	E&P-Onshore
Location :	Well No. B() Field, Dist:)		
Incident Date :	09/	Time of Incident :	13:
Fire/Non Fire :	NON-FIRE	Duration of fire - Hrs / Min :	00:00
Whether plant shutdown / caused outage of the facility?			NO
Reason for categorization as Major incident:			
1. Incident leading to fatality(s) within plant / location premises.			
Fatalities Nos. :	a) Employee = 1	b) Contractor = 0	c) Others =0
Brief Description of the Incident including post incident measures,(if any) in separate signed sheet. :	, Sr. Engineer (Electrical), was arranging electrical power for equipment near cellar at well #5. While working, he suddenly fell down and lost consciousness. Immediately, he was provided emergency health care at site and was taken to As Medical College (A) here he was declared dead.		
Whether similar Incident has occurred in past at the same location :	NO		

Submitted By :**Designation : Sr. Engineer (S&E)****Company : OIL****Date : 10/ :36**

Appendix 9: Sample OMR Forms for Incident Reporting

Form 4A

FORM 4-A

Notice of Accident/Dangerous Occurrence
(See Regulation 7 of OMR 2017)

From
(Owner, Agent or Manager)
Name
Postal address
District
State
PIN
Mobile No.
Tel. No. (Land)
Fax
Email

To:

1. The Chief Inspector of Mines/Director General of Mines Safety, Dhanbad-826001
2. The Regional Inspector of Mines/Director of Mines SafetyRegion / Dy. Director in Charge of Sub-Region.
3. The District Magistrate / District CollectorDistrict.
4. The Electrical Inspector of Mines/Director/Dy. Director of Mines Safety (Electrical) (Electrical accidents only)
5. Competent Authority (for payment of compensation)- In case of accident mentioned in Sub-Regulation 1 (a) of Regulation 7

Sir,

I have to furnish the following particulars of fatal/serious accident/ dangerous occurrence (*) which occurred at

1. Name of Mine:
2. Name of Owner:
3. Mine Code (nnnnn):
4. Labour Identification Number (LIN)
5. Date of accident (DD/MM/YYYY)
6. Time of Accident (hhmm)
7. Particulars of the mine:
 - 7.1 Mineral worked:
 - 7.2 Village/area/road
 - 7.3 Post Office
 - 7.4 Sub-Division (Taluk)/Tehsil
 - 7.5 District
 - 7.6 State
 - 7.7 Pin Code
 - 7.8 Police Station
 - 7.9 Nearest Railway Station
8. Postal address of the Owner/Agent/Manager:
 - 8.1 Village/area/road
 - 8.2 Post Office
 - 8.3 Sub-Division (Taluk)/Tehsil
 - 8.4 District
 - 8.5 State
 - 8.6 PIN
 - 8.7 Police station
 - 8.8 Nearest Railway Station
 - 8.9 Email Id.
 - 8.10 Telephone number (landline)
 - 8.11 Fax number
 - 8.12 Mobile number(s)

9. Particulars of the Accident:

- 9.1: Number/Name of shift
 9.2 Cause code (nnnn)
 9.3 Place code (n)
 9.4 No. of persons killed:
 9.5 No. of persons seriously injured:
 9.6 Location of accident:
 9.7 Any other relevant information

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[PART II—SEC. 3(i)]

10. Particulars of person(s) involved:

Sl.No.	Name of victim(In Block letters)	Designation	Designation Code(nnnn)	If contractor worker(Y/N)	Sex M/F/T	Age (years) (nn)	Hours at work (hhmm)	Nature of injury
Killed								
1.								
2.								
Seriously injured								
1.								
2.								

1. Brief description of the cause of accident / occurrence :**11.1 Nature of extent of damage**

	Within the establishment	Outside the establishment
(i) Number of persons - Exposed to the accident - Killed - Seriously injured (ii) Particulars of material damage (iii) State whether the danger is still present / no longer exists		

11.2 Measures taken or envisaged:-

- (a) to alleviate the effects of the accidents occurrence
 (i) Short term
 (ii) Medium or long term
 (b) to prevent recurrence of similar accident occurrence

12. Immediate last accident: Fatal/Serious (*)

13. Date of immediate last accident (DD/MM/YYYY)

Particulars in respect of every person killed or injured in Form IV-B are enclosed / shall be forwarded within a week.

Yours faithfully,

Signature:

Name in block letters:

Designation: (Owner/Agent/Manager)

Place:

Date:

* Delete which is not applicable.

.....

CODES TO BE USED IN FORM 4 A

CAUSE CODE	DETAILED CAUSE
Ground Movement	
0112	Fall of sides
0118	Landslide
0119	Collapse of drilling rigs / work over rig
Transportation Machinery (Winding)	
0222	Breakage of rope, chain, draw / suspension gear
0229	Other accident due to operation in draw-works
Transportation machinery (non winding)	
0334	Conveyors / moving equipments
0339	Wheeled trackless (truck, tanker, bowser etc.)
Machinery other than transportation machinery	
0441	Drilling machines
0442	Cutting machines
0443	Cranes / Loading machines
0444	Haulage engines
0446	Loader
0449	Other non transportation machines
Explosives	
0554	Projectiles
0559	Other explosives accident

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Electricity	
0661	Overhead lines
0662	Trailing cables
0663	Switch gears, gate end boxes, pommel, etc.
0664	Energized machines
0665	Power cables other than trailing cables
0666	Electrical flash
0667	Electrocution
0669	Other electrical accidents
Gas & other combustible material	
0771	Occurrence of gas/leakage of gas
0773	Suffocation/Inadequate ventilation
0774	Explosion/ignition of gas etc.
0775	Outbreak of fire
0776	Well blowout (with fire)
0777	Well blowout (without fire)
0778	Accident due to other combustible material / chemicals
0779	Other accidents due to gas / fire

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[PART II—SEC. 3(i)]

Falls (other than fall of ground)	
0881	Fall of person from height/into depth
0882	Fall of persons on the same level
0883	Fall of objects inclusive of rolling objects
0889	Other accident due to fall
Other causes	
0991	Irruption of water
0992	Flying pieces (except due to explosives)
0993	Drowning in water
0994	Buried in sands, etc.
0995	Bursting / leakage of oil / Gas pipe lines
0996	Hazardous emission of petroleum
0997	Non adherence to PPE / safety equipments
0998	Non adherence to SOP/SMP
0999	Inadequate Illumination
9999	Unclassified

PLACE CODE	DESCRIPTION OF PLACE
3	Above ground
4	Offshore
5	Onshore

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	AG	Above ground
0311		Aerial ropeways
0312		Wheeled trackless/bowser/Oil tankers transportation roads
0314		Railway lines belonging to mines
0315		Petroleum pipelines
0316		Transportation road/site
0319		Unclassified
	Plant site	
0322		Workshop, powerhouse, engine room & fire station etc.
0323		Erection/rigging site
0324		Gas collection station/gas compression station/group gathering station etc.
0325		Oil/gas wells/water inject wells
0326		Drilling rig/workover rig/exploration rig
0327		Pumping Station/Reverse Station
0328		Other installation
0329		Unclassified

[भाग II-खण्ड 3(i)]

भारत का राजपत्र : असाधारण

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	Other AG	
0331		Depot
0333		Water reservoir
0339		Unclassified
	OFFSHORE	
0411		Petroleum pipelines
0412		Platform
0413		Gas collection station/gas compression station/group gathering station etc.
0414		Transportation of persons employed at offshore.
0499		Unclassified

DESIGNATION CODE MASTER		
DESIG. CODE	SHORT DESCRIPTION	DESIGNATION
2001	Owner	Owner
2002	Agent	Agent
2003	Manager	Manager
2004	Dy. Manager	Deputy Manager
2005	Safety Officer	Safety officer
2007	Engineer	Engineer

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2008	Survey officer/Surveyor	Survey officer / Surveyor
2009	Installation Manger	Installation Manager
2010	Driller/Drill Incharge	Drilling Incharge
2011	Fire Officer	Fire officer
2012	Other Management	Other management
2013	Designer/Manufacturer/Supplier	Designer/Manufacturer/supplier
2014	Electrical Safety Officer	Electrical Safety Officer
	Subordinate Supervisory Officials & others	
3023	Foreman	Foreman(engineering)
3024	Electrical Supervisor	Electrical Supervisor
3025	Electrician	Electrician
3026	Wireman	Wireman
3029	Other S.S.S.	Other subordinate supervisory official
3030	Competent Person for well perforation	Competent Person for well perforation
3031	Competent person other than well perforation	Competent person other than handling and use of explosive
6068	Surface machine operator/drill operator	Surface machine operator/drill operator
6069	Mechanical fitter/helper	Mechanical fitter/helper
6070	Electrical fitter/helper	Electrical fitter/helper
6071	Welder/cutter	Welder/cutter
6072	General Mazdoor	General Mazdoor

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THE GAZETTE OF INDIA : EXTRAORDINARY

[PART II—SEC. 3(i)]

6073	Driller/Drill Operator	Driller/Drill Operator
6074	Tyndal	Tyndal
8000	Outsider	
9000	Contractor employee	
9001	Contractor	
9999	Badli / casual worker	

For Office use only	
ACC CLASS PLC CODE COS CODE RESP OPERATION SCRUTINY DE	

.....

E-TENDER NO. CDH7137P22

Form 4B

FORM 4 -B

Particulars of deceased / injured person(s)
(to be submitted within 7 days of occurrence)
(See Regulation 7 of OMR2017)

From

Owner, Agent or Manager)

Name

Postal address

District

State

PIN

Mobile No.

Tel. No. (Land)

Fax

Email

To:

1. The Chief Inspector of Mines/Director General of Mines Safety, Dhanbad-826001
2. The Regional Inspector of Mines/Director of Mines SafetyRegion / Dy. Director in Charge of Sub-Region.

Sir,

I have to furnish the following particulars of a fatal/serious accident/ which occurred at

1. Name of Mine
2. Name of Owner
3. Mine code (nnnnnn):
4. Labour Identification Number (LIN)
5. Date of accident (DD/MM/YYYY)
6. Time of Accident (hhmm)
7. Particulars of the mine:
 - 7.1 Mineral
 - 7.2 Village/area/road
 - 7.3 Post Office
 - 7.4 Sub-Division (Taluk)/Tehsil
 - 7.5 District
 - 7.6 State
 - 7.7 Pin Code
 - 7.8 Police Station
 - 7.9 Railway Station -Nearest

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THE GAZETTE OF INDIA : EXTRAORDINARY

[PART II—SEC. 3(i)]

9. Details of the deceased worker(s)/injured worker(s)

S. No	Name (s) of victim (s)	Injury code (nnnn)	Body part Code (nnnn)	Ex-gratia payment made (Rs)	Compensation paid (Rs)	Other benefits, if any	Total Experience (months)	What was the Job being done at the time of accident	Experience of victim in Job being done at the time of accident (Months)	If vocationally trained in (Yes/No)	Initial vocational training (Yes/No)	Date of refresher training	Nature of job (contractual/ departmental)	Cause of death
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Killed 1. 2.														
Seriously injured 1. 2.														

10. Responsibility of the accident :

Sl. No.	Name(s) of the person(s) held responsible.	Designation Code (nnnn)	Designation	Rules/Regulation contravened	Nature of Contraventions	Action taken
1.						
2.						

11. As a consequence to this accident:

- 10.1 Loss of production (in MMT):
- 10.2 Loss of manshifts (Indirect loss):

E-TENDER NO. CDH7137P22

12. Action taken to prevent similar accident:

Yours faithfully,

Signature:

Name in block letters:

Designation (Owner/Agent/Manager)

Place:

Date:

INJURY CODE	INJURY TYPE
0001	Abrasion
0002	Amputation
0003	Asphyxiation
0004	Burn
0005	Bruise inclusive of crush injuries
0006	Contusion
0007	Concussion
0008	Dislocation
0009	Electric shock
0010	Foreign body

[भाग II-खण्ड 3(i)]

भारत का राजपत्र : असाधारण

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0011	Fracture
0012	Internal injury excluding concussion
0013	Lesion (lumber discs)
0014	Laceration
0015	Poisoning
0016	Puncture wound
0017	Strain/sprain
0018	Simple wound
0019	Effect of weather (heatstroke etc.)
0020	Effect of radiation X-rays etc
0021	Temporary loss of hearing
0022	Permanent loss of hearing
0023	Temporary loss of eyesight
0024	Permanent loss of eyesight
0029	Multiple injuries
0080	Paralysis
0090	Drowning
0099	Unclassified

PART OF BODY CODE	SHORT DESCRIPTION	PART OF BODY NAME
0010	head	Head
0011	cranium	Cranium
0012	eye	Eye
0013	ear	Ear
0014	nose	Nose
0019	oth head	Other parts of head (incl. multiple)
0020	neck	Neck
0030	trunk	Trunk
0031	back	Back (excl.spinal column)
0032	chest	Chest (ribs etc.)
0033	abdomen	Abdomen (incl. kidney, spleen, liver)
0034	pelvis	Pelvis (including groin areas)
0035	heart	Heart
0036	lungs	Lungs
0037	colar bone	Collar bone
0038	spinal col	Spinal column
0039	oth trunk	Other parts of trunk
0040	upper limb	Upper limb
0041	shoulder	Shoulder
0042	forearm	Forearm (incl. elbow)
0043	upper arm	Upper arm
0044	wrist hand	Wrist and hand (except fingers)

0045	finger	Fingers
0046	thumb	Thumb
0049	mlt up lmb	Multiple upper limbs
0050	lower limb	Lower limbs
0051	hip thigh	Hip and thigh
0052	knee	Knee
0053	leg	Leg
0054	ankle feet	Ankle and feet (except toes)
0055	toes	Toes
0056	mlt lowlmb	Multiple lower limbs
0070	comp mltpl	Composite multiple injury (specify)
0100	left	Left
0200	right	Right
0300	front	Front
0400	back	Back
0900	composite	Composite

.....

Form 4C**FORM 4 -C**

Particulars of injured person(s) returning to duty
(to be submitted in respect of person(s) within 15days of return to duty.)
(See Regulation 7 of OMR 2017)

From

(Owner, Agent or Manager)

Name

Postal address

District

State

PIN

Mobile No.

Tel. No. (Land)

Fax

Email

To:

1. The Chief Inspector of Mines/Director General of Mines Safety, Dhanbad-826001
2. The Regional Inspector of Mines/Director of Mines SafetyRegion / Dy. Director in Charge of Sub-Region.

[भाग II-खण्ड 3(i)]

भारत का राजपत्र : असाधारण

85

Sir,

I have to furnish the following particulars of injured persons returning to duty:

1. Name of Mine
2. Name of Owner
3. Mine code (nnnnnn):
4. Labour Identification Number (LIN)
5. Date of accident (DD/MM/YYYY)
6. Time of Accident (hhmm)
7. Details of the injured person returning to duty.

Sl. No.	Name(s) of injured workers(s)	Date of return to duty (dd/mm/yyyy)	Whether returned to regular or other job	Permanent Disablement		Ex-gratia payment made Rs.	Statutory Compensation paid (Rs.)	Benefits to dependents or other benefits
				Part(s) of body				
				Loss	Gone out of use			
1.								
2.								
3.								
4.								

E-TENDER NO. CDH7137P22

7. Details of the injured person returning to duty.

Sl. No.	Name(s) of injured workers(s)	Date of return to duty (dd/mm/yyyy)	Whether returned to regular or other job	Permanent Disablement		Ex-gratia payment made Rs.	Statutory Compensation paid (Rs.)	Benefits to dependents or other benefits
				Part(s) of body				
				Loss	Gone out of use			
1.								
2.								
3.								
4.								

Yours faithfully,

Signature:

Name in block letters:

Designation (Owner/Agent/Manager)

Place:

Date:

E-TENDER NO. CDH7137P22*Appendix 10: Near Miss**Sample Near Miss Report Form*

To Head- S&E

NEAR MISS REPORT				
CHECK APPROPRIATE LEVEL				
RED (Immediate action and report) <input type="checkbox"/>		YELLOW (Use caution and report) <input type="checkbox"/>		GREEN (Continue and report) <input type="checkbox"/>
DATE:	TIME:	LOCATION/INSTALLATION:	REPORT NO:	
Name of the installation Manager:				Signature
Reported By (optional)		Regn No.	Signature	
Incident Seen By (If any)		Regn No.	Signature	
Name of the victim:		Signature:		
Description of the Occurrence:				
Place of Near Miss where it occurred				
Well plinth	Derrick floor	H.S.D. Tank	Pipe Rack	Monkey Board
Cementing Unit	Pump house	Cat walk	Welding Shop	Engine House
Mud Channel	Valve Manifold	Pressure Vessel	Storage Tank Area	Tanker Loading /Unloading Area
Auto/Electrical Work Shop	ICE /Well logging Work Shop	Producing well area	Manifold area	E.T./I.H. area
Process/CODP area	Drenching/format ion water disposal pump area	Generating shed area	Water /C.O. storage tank area	Material storage area
Power house	Electrical Substation /Power distribution line	Pump Stations	Yards	LPG
Others(Please specify) :				
What could have happened (Please tick whichever is /are applicable):				
Accident (Minor /Serious/ Fatal)		Fire (Major /Minor)		Electrical shock
Explosion		Property loss(Equipment /machinery damage)		Vehicle accident
Others (describe)				
Reason for the Occurrence				
Strike against moving objects, raised platform, etc	Struck by tong , crow bar, flying particles, falling objects		Caught in between grinding wheels, bench vice,	
Caught on metallic strip, moving chain,	Caught between moving parts		Slip on the ground, stair, ladder, derrick floor, etc	
Fall below	Collapse of wall, ladder, overhead tank, etc...		Over exertion due to lifting heavy weight , pushing or pulling objects,	
Fall on same level	Others (please Specify)			
Were pictures taken	YES		NO	
Corrective measures taken	Immediate Measure:		Long-Term Measure:	

Copy: Head of Department

*Appendix 11: JSA**Sample JSA Format*

Job Safety Analysis Worksheet			Date:	JSA No:
Name of Department / Location:			Title of Job/Operation:	
JSA team members: As per Annexure-I			Approved By/Date:	
Total numbers of Contractor Person:			IM:	MSO/DSO/ Safety In-Charge:
List of tools/equipment/materials/documents required			Personal Protective Equipment Recommended or Required: <input type="checkbox"/> Helmet <input type="checkbox"/> Safety Shoes <input type="checkbox"/> Safety Goggles <input type="checkbox"/> Overall <input type="checkbox"/> Hand Gloves <input type="checkbox"/> Apron <input type="checkbox"/> Safety Belt <input type="checkbox"/> Ear muffs <input type="checkbox"/> Others please specify _____	
Sl No	Sequence of Basic Job Steps	Potential Hazards	Control/Recommended Safe Procedure	
1.				
2.				
3.				
4.				

E-TENDER NO. CDH7137P22**ANNEXURE-I****JSA TEAM MEMBERS**

Date:	
JSA NO:	JSA No:

SL NO	NAME	REGD / CODE NO	DESIGNATION	DEPARTMENT	SIGNATURE
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
11					

Sample JSA

	Document	PRE JOB SAFETY MEETING / JOB SAFETY ANALYSIS	Report No.	08
	Document No.	DOC.DS.FORMAT.04	Date	06

JOB DESCRIPTION : R/Up/Down, Dragging, Casing R/In, BOP R/Up/Down, Wire Line Survey Any other specific Job :

Accident Potential : Low / Medium / High

Date :	06, 1	CD-9	Location	
Tour		Well No. :	BJN-5	Field / Area
				B ₁

SL NO	SEQUENCE OF OPERATION	RISK INVOLVED	RISK MITIGATION
①	Entering of personnel into well site	Asphyxiation Trip & fall Irritation with oily mist	Immediate evacuation Stethers Safety goggles
②	Ensuring no battery inside the stone bunk	Possibility of spark during dragging/lifting	Check & remove if found any batteries Water spray Continuous gas testing
③	Using of sling/winch of O/T for dragging	Pinch point injury Parting of sling Fine heard	Caution while using sling No person nearby sling as it will be in tension Clear testing Water spray
④	Lifting of loads	Falling Pinch point injury	No person below load during lifting Carefully placing of sling for lifting


Authorized Signature

Name: B₁

Designation : J

THU/17

E-TENDER NO. CDH7137P22

	Document	ATTENDANCE SHEET FOR JSA PARTICIPANTS		Report No.	8
	Document No.	DOC.DS.FORMAT.04		Date	06

Date :	Rig	CH-9	Location	
Tour	Well No. :	B3N-5	Field / Area	Bc

SL NO	NAME	REGD NO	DESIGNATION	DEPARTMENT	SIGNATURE
01					
02	S		L-100	Logistics	
03	A		L(Pb)	LOGISTICS	
04	A		M(D)	ONGC.CMT	
05	A		GMD	OIL	
06	R		MCS&E	OIL	
07			Ed(w)	OIL	
08					
09					
10					
11					
12					
13					
14					
15					

Appendix 12: Fire Safety Audit

Sample Fire Safety Audit

Oil India Limited
Safety & Environment Department
(Fire Service Section)
(For Internal Use Only)

Ref. No.: _____ Date: _____

Asset Manager-Central Asset _____

Thro: General Manager-Fire Service

Sub: Fire Safety Audit at FGGS & Off-Take Point, _____

Fire safety audit was carried out at FGGS & Off-Take Point, _____ on 20 _____; details of observation are as mentioned below:

1. Emergency Plan (or Fire Contingency Plan) was not found updated as per OMR-2017. Therefore, an updated emergency plan including Fire Contingency Plan needs to be assessed and updated as per OMR-2017.
2. Mock fire drills were not carried out on monthly basis, therefore, the same needs to be carried out at least once in a month and report of the same to be sent to Fire Service for its record.
3. Fire water ring mains along with fire monitor and hydrants need to be painted as the same was found in shabby condition.
4. Fire fighting facilities like fire hydrants & water monitors were not operated on regular basis resulting the blockage of outlets of few of the hydrants & monitors. Therefore, fire water monitors & hydrants need to be operated on regular basis especially during mock fire drills etc.
5. No pressure gauge was found installed at any point of fire water network at the installation, therefore, a pressure gauge needs to be installed at a remotest location on fire water ring mains so that pressure of the fire water network may be ascertained for effective fire fighting during any fire emergency.
6. Displayed list of trained fire fighting personnel is found out of date, therefore, the same needs to be updated and displayed.
7. A layout of fire protection facilities needs to be displayed at site.

View above, please advise the concerned Installation manager to take necessary remedial measures & submit a compliance report.

Suptdg. Engineer-Fire Service

Copy : Executive Director (FHQ-Affairs)
: Chief General Manager (HSE)
: MSO-Central Asset
: IM-FGGS & OTP, _____

E-TENDER NO. CDH7137P22

Sample Compliance of Fire Safety Audit

ऑयल इंडिया लिमिटेड
Oil India Limited
Central Asset Manager (CA) / Central Asset Manager (CA)
केंद्रीय परिसंचालित / CENTRAL ASSET
(अनुचित उपयोग से / For internal use only)

OFFICE OF THE
GM - FIRE SAFETY
RECEIVED ON 05/07/2022
CIL INDIA LTD.
DU

Ref. No. [REDACTED]

GM (FS) [REDACTED]

Through: Dy Mines Manager [REDACTED] Area/ Mines Manager (Central Asset)

Sub: Compliance report for Fire Safety Audit at OCS, [REDACTED] on 23.07.2022

Please find the point wise compliance status pertaining to [REDACTED] OCS as follows -

Sr. No.	Recommendations	Status	Action Taken	Remark
1	Marking and numbering needs to be done on fire hydrants, monitor, foam line etc. for easy identification	Complied	Marking and numbering done on fire hydrants, monitor, foam line	
2	Access ladder to fire water reservoir was found without handrails	Complied	Handrail provided	
3	Bund needs to be provided for lube oil storage area to contain any spillage.	Complied	Bund constructed	
4	Fire extinguishers need to be kept at a designated place as fire emergency plan.	Complied	All fire extinguishers are kept in their respective positions.	
5	A layout showing the locations of various fire protection facilities needs to be displayed at site	Complied	Already displayed	
6	A lot of materials kept in haphazard manner in godown	Complied	All the materials already kept in racks	
7	A lot of empty drums kept in haphazard manner near formation water pump shed	Complied	All the drums removed from there	
8	Valve of fire monitor installed near crude oil storage tank was found without operating wheel	Complied	Operating wheel already exists with the valve	
9	Operating platform needs to be provided for monitor near formation water pump	Complied	Platform provided	
10	A pressure gauge in fire water ring near monitor near formation water pump was found out of order.	In progress	Advised to Field Engineering Deptt. Vide notification.	

The above is for your kind information & necessary action please.

Copy: Asset Manager (CA) → MSO (CA Mines)
File

IM OCS

E-TENDER NO. CDH7137P22

Sample FAFFT

Oil India Limited
Safety & Environment Department
Fire Service Section
(For Internal Use Only)

Ref No. _____ Date: _____

GM- L&D
Attn: Chief Manager- L&D (P&A)

Sub: Live Fire Fighting Training

Reference to the subject above, Live Fire Fighting Training was imparted at Fire Service Training Ground, Central Fire Station, _____ on _____. The details of the personnel attended the training as given below:

Sl No.	Name	Department	Organisation
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

This is for your kind information and record please.

S.E.-Fire Service
For GM- Fire Service

Oil India Limited
Safety and Environment Department
(Fire Service Section)
(For Internal Use Only)

Attendance Sheet For Training at Fire Fighting Training Ground

The following personnel have attended Live Fire Fighting Training held at Fire Service Training Building, Central Fire Station, _____ on _____

Sl. No.	Name	Regd. No/S/Code	Department	Organisation	Signature
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					

E-TENDER NO. CDH7137P22

Sample Extinguisher Inspection

FILE NO - 51

M/Nb - (HSE)

OIL INDIA LIMITED

FIRE EXTINGUISHERS INSPECTION REPORT

FIRE SERVICE, DU

RIG-RG-B
LOC -

Formate No. OFSE Rev. 01

Month: Location: RIG-RG-B Distance from OFS, Date:

1. Extn. Cap (A,B,C)	9. Nozzle (B Type)	17. Safety Valve (50, 75 Kg.)
2. Cap Washer (A,B,C)	10. Nozzle (A Type)	18. Pressure Gauge
3. Safety Clip	11. Safety Pin	19. Discharge Horn (Co.)
4. Inner Container	12. Cap Washer (75/ 50 Kg.)	20. Discharge Tube (Co, 4.5 Kg.)
5. Discharge Tube (A,B,C)	13. Disch Hose (75/ 50 Kg.)	21. Discharge Tube (Co, 6.5 Kg.)
6. Sq. Grip Nozzle	14. Disch Nozzle (75/ 50 Kg.)	22. DCP Refilled/ Replaced (Kg.)
7. Co, Cartridge	15. Co, Cylinder (2 Kg/ 1 Kg.)	23. Others (Specify)
8. Operating Label	16. Trolley Wheels	

Sl. No.	Extinguisher No.	Refilling Date	Capacity	Hydrotesting Date	Location of Extinguisher	Parts Replaced	Status	Checked by
1	CH-33		25KG		OK BUNK		OK	
2	C-1859		10KG		F/SHED	PLUNGER	OK	
3	C-2709		11		11		OK	
4	C-2745		11		11		OK	
5	C-2695		11		RIG FLOOR	CARTRIDGE	OK	
6	C-1334		11		11		OK	
7	C-1774		11		NEAR		OK	
8	C-801		11		11		OK	
9	C-2460		11		BOF		OK	
10	C-1717		11		ENGINE	D/TUBE	OK	
11	C-865		11		PUMP	SHED	OK	
12	C-2647		11		GENSHED		OK	
13	C-2622		11		ENGINE		OK	
14	D-929		68KG		ELECTRICAL		OK	
15	D-1022		11		11		NOT FOUND	
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								

Trailer Fire Pump No. OIL-81A18

Trailer Fire Pump Battery No.

No. of Fire Hydrants 01

No. of Fire Monitors 01

Rubber Washer of Trailer Fire Pump

Status of Trailer Fire Pump OK

Status of Fire Hydrant OK

Status of Fire Monitor OK

Copy Received by

SIGN

NAME

DEGIN

M.S.E.O.

*Appendix 13: Sample PPE Schedule***PERSONAL PROTECTIVE EQUIPMENT SCHEDULE**DEPARTMENT : **ADMINISTRATION**

Sl. No.	Category of Employee	Safety Boot (Protective footwear) 1 pair / yr.	Protective Helmet 1 No. / 3 yrs.	Rain suit 1 No. / 3 yrs.	Jacket 1 No. / 3 yrs.	Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1.	Employees required to visit field installations on pollution matters & other administrative matters (law & order, bandh, welfare activities etc.)	Reqd.	Reqd.	Reqd.	Reqd.	NOTE :- Items like hand gloves (PVC, dotted, leather, nitrile dipped, nitrile etc.), Protective eye-wear, Full body harness, Ear muff, Ear plug, Disposable breathing mask, Face piece respirator, PVC apron, Protective filter glass etc. to be issued on as & when required basis.
2.	Attendant (Office Boy)	--	--	Reqd.	Reqd.	
3.	Executive required to visit field installations on pollution matters & other administrative matters (law & order, bandh, welfare activities etc.)	Reqd.	Reqd.	--	--	

*Appendix 14: Sample Pit level Safety Meeting (Form for recording Minutes)***Format for minutes of Pit Level Safety meeting**Minute of 1st, 2nd, 3rd or..... pit level safety meeting held on**Members Present:****Members Not present:****Meeting presided by:****I. Review of earlier points :**

S.N.	Point Raised with Date	Action Taken & Present Status	Remarks/ Action by
1			
2			

II. Accident since last pit level meeting was held:

Cumulative since 0

Details of accident :

Sl.No.	Description, date, etc.	MR/SER/FATAL	Causes	Corrective action taken

III. Dangerous occurrence/ Fire since last safety meeting was held:

Cumulative since 01

Details of occurrence/fire:

Sl.No.	Description	Date & Time	Causes	Corrective action taken

IV. Near miss reports since last safety meeting was held :

Cumulative since 01

Details of Near Miss

Sl.No.	Description	Probable injury or damage	Causes	Corrective action taken

V. Job safety Analysis carried out, if any during the period since last meeting : ...Nos.

Sl.No.	Date	Job Description	Remarks

VI. Previous year's records:

Sl.No	Activity	Nos.	Remarks
1	Pit level meeting		
2	Accident		
3	Dangerous occurrence/ Fire		
4	Near Miss reports		

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VII. New Points raised

S.N.	Brief Description	Advise by the president
1		
2		

VIII. Points of pit level meeting forwarded for raising in departmental safety committee meeting:

S.N.	Point Raised with Date
------	------------------------

IX. Sectional Head's/ IM's Remark:

Name & Signature
(**SH/ IM**)

Note:

- (i) The Agenda should include Safety Briefing to the members before starting the meeting.
- (ii) The safety briefing to be followed by a safety information in the form of Safety Talk / Safety Video (Not more than 5 Minutes).
- (iii) This format is for reference, additional information can be added as desired.

E-TENDER NO. CDH7137P22

Appendix 15: Sample MOM (Minutes of the Meeting form) for Departmental Safety Meeting

OIL INDIA LIMITED Electrical Engineering Department,			
Ref. No.	Dated		
Minutes of 4 th Departmental Safety Meeting for the calendar year, 2020 held on 17-09-2020 at 12.30 pm			
Members' Attendance:			
Members Present			
S&E Member			
MSO-EM			
Members not Present			
Total Present: 35	Total Not Present: 28		
1.0 The meeting was presided over by GM (Electrical) I/C - HoD.			
2.0 Review of minutes of last meeting held on 17-09-2020 was done for adoption by the members.			
3.0 Review of Earlier Points:			
Point No.	Brief Description	Status	Action By
3.1	Low Height of Septic Tank vent pipe near Rig Work Shop resulting foul smell and disturbance to RWS employees (IM-EWS)	17-09-2020 Decision to be given in consultation with Civil Dept. Work is yet to be started. 19-09-2020 Decision Pending. 21-09-2020 Decision Pending. 17-10-2020 Decision Pending. 17-10-2020 (P&A) informed that may Civil related works are remaining pending in view of pandemic scenario. Follow up with Civil Dept. is being done on continuous basis. 30-10-2020 Completed. Point to be closed	Point to be Closed
3.2	In 17-09-2020 for attending the AC outdoor units on the rooftop, height of the approach door to go roof top is about 4 ft only. Low height of the door might cause head injury. (AC&R)	17-09-2020 Decision given. Civil expressed inability to carryout modification. Chairman suggested to write a letter through HoD with CC to CGM-ES 19-09-2020 -Elect. Suggested to explore the option of putting a new staircase(dedicated to climb the roof) at another convenient location. 21-09-2020 -Elect. advised IM-EWS to liaise with Zalon Club and to raise civil notification. 19-10-2020 -Elect. agreed to the proposal for a dedicated staircase to climb to the roof. A joint recce involve Civil Dept. is required to finalize the location. 17-11-2020 Deliberation, chairman advised review the requirement. If essential, necessary action must be taken to complete the job with a realistic time frame. 30-11-2020 Requirement has been revisited involving AMC contractor personnel. It is decided to use portable ladders to climb the roof. Florescent 'Mind Your Head' sticker to be placed at existing low height staircase. Point to be closed.	Point to be closed

Work With Utmost Care, to Make Accidents Rare

Page - 1 - of 5

OIL INDIA LIMITED
Electrical Engineering Department,

4.0 Accident

4.1 Since Last DSM

02

4.2 Cumulative since 01.01.2020

Section	Brief of the Accident
1 Workover Rig	Fatal Accident of Late on 09.09
2 S-1 Drilling Rig	Serious Accident with on 15.08.20 was drilling a hole on an earthing strip with a drilling machine. During operation his right hand got twisted due to sudden jerk. On X-ray fracture in bone was found.

5.0 Near Miss

5.1 Since Last DSM

02

5.2 Cumulative since 01.01.2020

14

Details of Near Miss

Sl. No.	Date	Section & Location	Brief of the Near Miss Incident	Action Taken / Status
1	16-2		In the time of IT Dept., after trouble shooting it was found that in a particular DB, phase & neutral connections at source were from different location.	Correction done. Sensitization of employees done to avoid such temporary/incorrect things.
2	17-2		Noticed & corrected wrong connections of an electrical DB at incomer in R&D Building	Correction done. Sensitization of employees done to avoid such temporary/incorrect things.
3	12-3	Section	Metal piece came out from the handgrip at the time rust removal using motor driven disc cutter. Incident had potential of serious injury to the coworker / self	Cutting disc should not be used for any kind of grinding works. Explained to the employees.
4	12-3	S	During O/H of 2 MVA transformer, compound particle came out & about to hit the eye of an employee.	Sensitization of employees done. Use of PPEs and goggles is must.
5	14-3	-Station	Commissioning of 500KVA Dry Type Transformer at CTRX Sub-station. Major accident averted, HT came in contact with RTD cable.	Correction done. Included in commissioning checklist. Sensitization of employees done.
6	16-3	S	During O/H & testing of a blower fan, a nut suddenly came off in great force which could have hurt persons.	Sensitization of employees done. Use of PPEs and goggles is must.
7	16-3		A connection was found loose in GBC-1, when GBC was not in operation. Had it went unnoticed, it could have resulted major accident/fire on starting of GBC.	Correction done. Sensitization of employees done.
8	23-3	- V1	Wheel mounted, moving ladder: Wheel got disengaged and ladder was going topple during climbing.	Corrective action taken. Regular checking of the wheel brought under routine checking.
9	13-4		Spillage of Crude Oil from scraped tank during disposal	Cleaned spilled crude oil. Sensitization of employees done.
10	24-4		DPS Gas Filtration Plant: Due to rain water accumulation in the area, drain became invisible. Stepped in the drain, nothing happened.	Permanent solution to stop accumulation of rain water in the area is being looked into.
11	26-4		GT#3, While coming out from generator compartment, slipped on the compartment stairs, somehow managed to regain his balance and saved himself from falling.	Cleaned oil leakage. Put a chair mat before that entrance. Put 'Slippery Floor/Falling Hazard' display.
12	06-7	h wout	Slipped while stepping on a platform. However, he managed to re-gain his stability.	Corrective action taken.
13	02-8		Dry grass around the URT Neutral earth pits caught fire during an earth fault in the system.	Corrective action to be taken, after detailed technical analysis of root cause.
14	11-8	h wout Site	Excavator boom touched overhead electrical cable	Corrective action has been taken on spot. Cable has been removed, made under ground.

6.0 Dangerous occurrence / Fire during the period:

6.1 Cumulative since last DSM

:Nil

6.2 Cumulative since 01.01.2020

:Nil

Sl. No.	Date	Section	Location	Details	Status on Closure

OIL INDIA LIMITED
Electrical Engineering Department,

7.0 Pit Level Safety Meetings

7.1 Cumulative since last DSM : 23 Nos.
7.2 Cumulative since 01.0 : 60 Nos

Section	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	S/Total
DPS	24 ^a												
EWS + AC&R	24 ^a												
FOAM	25 ^a												
PROJECT	31 ^a												
WO RIG	14 ^a												
RWS	9 ^a												
SUB-STATION	25 ^a												
TD	31 ^a												
Project - CI													
D/Total	08												

8.0 Job Safety Analysis (JSA)

8.1 Cumulative JSA conducted since last DSM : 02 nos.
8.2 Cumulative JSA conducted since 01.0 : 12 nos.

Sl. No.	Date	Section	Brief of the Job
1	10/0	ID	Shifting of elect. Power from 4 pole isolator to WI#21 RMU via UG cable
2	20/0	PS	Air filter Dismantling and new filters re-installation of 20.28 MW GTG
3	24/0	PS	CIBI (Extended) of 20.28MW GTG by BGGTS
4	27/0	PS	Stage 1 Nozzle Replacement of 20MW GTG by BGGTS
5	28/0	PS	20.28MW GTG Plant Cooling Tower Fan (No. 4 & 5) FRP Replacement
6	04/0	ID	Raising of conductor for 11KV O/H line using max.pulley for ldr modification near E-5/S
7	03/0	J-FI	I&C of new PMCC panel at FWDP Shed in Hapjan OCS
8	16/0	VS	Overhauling of 2 MVA Oil filled Transformer of Sub Station
9	16/0	PS	Scrap Shifting, Cutting & Loading on truck
10	18/0	PS	Load Testing of EOT Crane and its accessories
11			Done at Blowout site
12			Done at Blowout site

9.0 New Points (Unresolved points of pit level meeting /any safety related point of common interest /hazard identified)

Point No.	Pointed out by	Remarks	Action By.
9.1	Shri V-1 Rig	During ILM, often genset reach site late in the afternoon. As a result genset commissioning works to illuminate the area need to be done after day light. DGM(Rigs) informed that a separate arrangement required to provide a few area lights separately from another portable genset/lighting system	Rig Section
9.2	Shri	Highlighted unsafe conditions at different sub-stations because of high growth of grass. Chairman advised to look into the possibility for framing a grass cutting contract.	Sub-Station Section

10.0 MSO's/DSO's information to the house:

- 10.1 DSO (Electrical) presented statistics of different safety parameters (Pit level Meetings, Accident, Dangerous occurrence, Near Miss, JSA, PME etc.).
10.2 Two Nos. near miss reports (received after last DSM) was discussed in the meeting.

OIL INDIA LIMITED
Electrical Engineering Department,

11.0 Comments of representative from the S&E Dept.

- 11.1 Informed that Work Over Mine under Drilling Dept would be re-designated soon and would be under OGPS Dept. Till completion of formalities with statutory bodies, existing Mines Structure will continue.
- 11.2 Requested all to use Dungaree while at work place. Make it a regular habit. Referred to recent circular of RCE in this regard.
- 11.3 Requested all to follow Covid-19 protocols and wished for good health of all.
- 11.4 Requested all to take care of self and safety management system.

12.0 Chairman's Remarks

- 12.1 SOP to be followed word by word.
- 12.2 All sectional engineer to take care of SOP training.
- 12.3 Don't miss the basics while working, if you miss basics God cannot save us.
- 12.4 Stressed on need of supervising / monitoring while working.
- 12.5 Urged everybody to stop using mobile phone while working.
- 12.6 More and more employees to be imparted training on 'Life saving Technique'
- 12.7 Wished everybody to take care for good health and to improve on safety.

13.0 Any other Point:

CE(Electrical) & DSO-Electrical
For CGM-Electrical (HoD)

Copy : ED (ES) & Mines Manager (Engg. Mine), Soft Copy by e-mail
: MSO (Engg. Mine) Soft Copy by e-mail
: CGM-HSE
: All Safety Committee Members

Appendix 16: Sample Agenda Departmental Safety Meeting

Electrical Engineering Department

AGENDA

5th Departmental Safety Meeting 2

(Date:)

- 1) Safety Video
- 2) Welcome Note by the GM(Electrical) I/C
- 3) Reviewing of MOM of the last DSM
- 4) Information sharing by the DSO-Electrical
- 5) Discussion on Near Miss Reports received since last Departmental Safety Meeting
- 6) New Points from the Members
- 7) Comments of MSO – Engineering Mine
- 8) Comments of Representative from S&E Department
- 9) Communication by the Chairman

Appendix 17: Sample Agenda Field Level HSE Council Meeting

Field Level HSE Council Meeting	
AGENDA	
1. Welcome address	
<i>By GGM (FHQ-Affairs)</i>	
2. Address	
<i>By Resident Chief Executive</i>	
3. Salient Observation in offsite Drill	
<i>By Dr.</i>	<i>(S&E)</i>
4. Presentation on HSE issues	
<i>By Sri</i>	<i>M (HSE)</i>
5. Any other points with the permission of the House	
6. Vote of Thanks	

Appendix 18: Sample Environment Monitoring Format

Monthly Environment Compliance Report				
Environment Parameter Monitoring				
1	Is DG stack monitoring done			
2	Is Ambient monitoring done			
3	Is Noise monitoring done			
4	Is Formation water testing done			
5	Is Ground water testing done			
Water & Waste Generation Details				
1	Details of raw water consumed (KL/day)			
	Cooling use:			
	Domestic use:			
	Operation use:			
2	Effluent generation (KL/day)			
	Cooling use :			
	Domestic use:			
	Operation use:			
	Formation water			
Hazardous waste generation & disposal details				
3	Category of waste	Generation (Kg/Month)	Disposal (Kg/Month)	Balance at last of the Month(Kg/Month)
	Used Oil/Gear Oil			

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	Oily Sludge			
	Oil filters			
	Oil used cotton & cloths			
	Empty Container/Barrels			
	Used Resins from Filters (Water Softner , Iron removal filter)			

Appendix 19: Hazardous Waste in Form 4

 <div style="display: inline-block; text-align: left;">ऑयल इंडिया लिमिटेड (भारत सरकार का उद्यम) Oil India Limited (A Government of India Enterprise)</div>	<u>Safety & Environment Department</u> P.C AS Ph Fax E:011
Ref No. S&	Date: 29.06.2020
Member Secretary Arunachal Pradesh State Pollution Control Board, Department of Environment & Forest Pa Yu Na	
Sub: Submission of Annual return for Hazardous Waste in Form-4 under Hazardous and Other wastes (Management & Transboundary Movement) Rule, 2016.	
Dear Sir,	
We are submitting herewith the Annual return for Hazardous Waste in duly filled Form-4 for the financial year 20 your information and necessary action please.	
Thanking you.	
Yours Faithfully, OIL INDIA LIMITED	
(S Chief General Manager (HSE) For: Resident Chief Executive	
Encl: A/A	

FORM 4
[See rules 6(5), 13(8), 16(6) and 20 (2)]
FORM FOR FILING ANNUAL RETURNS
[To be submitted to State Pollution Control Board by 30th day of June of every year for the preceding period April to March]

1. Name and address of facility: OIL INDIA LIMITED, K
2. Authorisation No. and Date of issue: Our previous application No.
 1. : Our application vide letter No. S&E/E/1B/855 dated 24.
 2. : Our application vide letter No. S&E/E/1B/1555 dated 31
3. Name of the authorised person and full address with telephone, fax number and e-mail:
Sr
GM (FS)-HoD (S&E)
Safety & Environment department
Oil India limited
Tel: 03
Fax: 03
4. Production during the year (product wise), wherever applicable :
Crude Oil: Approx 32850 KL (For the year 201

Part A. To be filled by hazardous waste generators

1. Total quantity of waste generated category wise:
 1. Category 2.2 (Oily sludge):- 2 KL
2. Quantity dispatched :
 - (i) To disposal facility : NA
 - (ii) To recycler or co-processors or pre-processor :(Used/Spent Oil): NA
 - (iii) others : (Oily sludge for Bio-remediation):- NA
3. Quantity utilised in-house, if any - NIL
4. Quantity in storage at the end of the year
 1. Category 2.2 (Oily sludge):- 2 KL

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Part B. To be filled by Treatment, storage and disposal facility operators

1. Total quantity received - NA
2. Quantity in stock at the beginning of the year - NA
3. Quantity treated - NA
4. Quantity disposed in landfills as such and after treatment - NA
5. Quantity incinerated (if applicable) - NA
6. Quantity processed other than specified above - NA
7. Quantity in storage at the end of the year- NA

Part C. To be filled by recyclers or co-processors or other users

1. Quantity of waste received during the year :NA
 - (i) domestic sources
 - (ii) imported (if applicable)
2. Quantity in stock at the beginning of the year - NA
3. Quantity recycled or co-processed or used - NA
4. Quantity of products dispatched (wherever applicable) - NA
5. Quantity of waste generated - NA
6. Quantity of waste disposed - NA
7. Quantity re-exported (wherever applicable) - NA
8. Quantity in storage at the end of the year - NA

Date.....29

Place..

Signature of the Occupier or
Operator of the disposal facility

Appendix 20: E-waste in Form 3

Ref No. S8

Safety & Environment Department
P.O.
AS
Ph
Fax
E.m

Date: 29

Member Secretary
Pollution Control Board. As
B

Sub: Submission of Annual return for E-waste in Form 3 under E- waste management rule-2016

Sir,

We are submitting herewith the Annual return for E-Waste in dully-filled Form -3 for the financial year 20 your information and record please.

Thanking you,

Yours faithfully
For **OIL INDIA LIMITED**

Chief General Manager (HSE)
For **RESIDENT CHIEF EXECUTIVE**

FORM-3

[See rules 4(5), 5(5), 8(6), 9(4), 10(8), 11(9), 13(1)(x), 13(2)(v), 13(3)(vii) and 13(4)(v)]

FORM FOR FILLING ANNUAL RETURNS

[To be submitted by producer or manufacturer or refurbisher or dismantler or recycler by 30th day of June following the financial year to which that return relates]

Quantity in Metric Tonnes (MT) and numbers.

1	Name and address of the producer or manufacturer of refurbisher or dismantler or recycler	OIL INDIA LIMITED Peri Dist		
2	Name of the authorised person and complete address with telephone and fax numbers and e-mail address	Sd/ Chief General Manager (HSE) Oil India Limited. Du Pin-786 Phone No.:		
3	Total quantity of e-waste collected or channelized to recyclers or dismantlers for processing during the year for each category of electrical and electronic equipment listed in the Schedule I (Attached list) by PRODUCERS			
3(A)*	Details of the above BULK CONSUMERS: Quantity of e-waste OIL offices at: Duliajan Guwahati Kolkata Delhi Jodhpur BEP, Bhubaneswar Kakinada	TYPE Electrical and Electronic equipment listed in Schedule I of E- Waste rule- 2016	QUANTITY Approx 5 MT	Nos. Approx 12103 Nos
3(B)*	REFURBISHERS: Quantity of e-waste	Not Applicable		
3(C)*	DISMANTLERS: i. Quantity of e-waste processed (Code wise); ii. Details of materials or components recovered and sold; iii. Quantity of e-waste sent to recycler; iv. Residual quantity of e-waste sent to Treatment, storage and Disposal facility;	Not Applicable		
3(D)*	RECYCLERS: i. Quantity of e-waste processed (Code wise); ii. Details of materials recovered and sold in the market;	Not Applicable		

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	iii. Details of residue sent to Treatment, Storage and Disposal facility;		
4	Name and full address of the destination with respect to 3(A)-3(D) above	Bulk Consumer OIL INDIA LIMITED Dull Assa Pin:-	
5	Type and quantity of materials segregated or recovered from e-waste of different codes as applicable to 3(A)-3(D)	Type Not Applicable	Quantity Not Applicable

Enclose the list of recyclers to whom e-waste have been sent for recycling

Place: Dull

Date: 29.0

Signature of the authorised person

- (1) * Strike off whichever is not applicable
- (2) Provide any other information as stipulated in the conditions to the authoriser
- (3) In case filing on behalf of multiple regional offices, Bulk Consumers and Producers need to add extra rows to 1 & 3(A) with respect to each office.

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)

Work Order NO. 81 Contract No. 611

To,

Vendor Code : 256
ATTN :
R-51
MOIC
DOLL
Utt
IN

1. You are hereby ordered to commence the under noted work on: 01.

WORK :
E-waste Management Services
Work Order Value : Please refer Contract No.6114
Location :

2. Should you fail to make a start on the work to our satisfaction within 14 days of the above date (Vide Part I), this Contract will become invalid.

3. As per Clause 8 of the Contract, the target date of completion will be 30.06.2013. If, in the course of execution of work, you feel that you are entitled to the grant of extension of time such application must be submitted at least one week before the expiry of this original target date.

4. Please note the following special instructions:

- (a) A programme of work to be furnished within 14 days of receipt of this work order for our approval.
- (b) The name of your authorised representative of supervision of work etc. is to be furnished immediately.
- (c) Every person engaged by you for the above work must comply with Standing Orders of the Company in respect of Security and Safety as applicable.

Signature : _____ Date : _____

Full Name : _____

Signature : _____ Date : 22

Full Name : _____

CONTRACTOR COMPANY ENGINEER

Work _____ Finished Advance Bill No. _____ Date _____ Rs. _____

Work _____ Finished Advance Bill No. _____ Date _____ Rs. _____

Work _____ Finished Advance Bill No. _____ Date _____ Rs. _____

Work _____ Finished Advance Bill No. _____ Date _____ Rs. _____


Work _____ Finished Advance Bill No. _____ Date _____ Rs. _____

Work _____ Finished Advance Bill No. _____ Date _____ Rs. _____

Work _____ Finished Advance Bill No. _____ Date _____ Rs. _____

Copy to : DCM(F&A) / Head (Contract) / CPM / CM(V) / Contract file of User Department

Appendix 21: Battery Waste in Form 8

 **ऑयल इंडिया लिमिटेड**
Oil India Limited

Ref: _____ Date: 26/04/2019

Regional Executive Engineer
Pollution Control Board, Assam
Ba
Ch

Sub: Return as per Batteries Management and Handling Rules, 2001
Period: Apr

Dear Sir,

Please find enclosed herewith the form-VIII of the above rules duly filled in for your necessary action.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

GM (FS) & HoD(S&E)
For Resident Chief Executive

Encl: A/A

FORM - VIII *
[See rule 10(2)(b)]
FORM FOR FILING RETURNS FOR BULK CONSUMERS OF BATTERIES

[April-September, 2019]
[To be submitted by the bulk consumer to the State Board by 30th June (for the period October-March) and 31st December (for the period April-September) every year]

1.	Name and address of the bulk consumer.	OIL INDIA LIMITED, AS P.O. DE	
2.	Name of the Authorized person and full address with telephone and fax number.	Sri (FS) & HoD(S&E) Safety & Environment Department OIL INDIA LIMITED, D Tel. 037 280	
3.	Number of new batteries of different categories purchased from the manufacturer / importer / dealer or any other agency during Apr-Sep Category : (i) Automotive a) Four wheeler b) Two wheeler (ii) Industrial a) UPS b) Motive Power c) Stand-by Others	No. of Batteries	Approximate weight (in Metric Tonnes)
		30	0.72 MT
		120	3.00 MT
4.	Number of used batteries of categories mentioned in above and Tonnage of scrap sent to manufacturer / dealer / importer / registered recycler / or any other agency to whom the used batteries scrap was sent	NIL	NIL

Place:
Date: 26/

Signature of the authorized person



ऑयल इंडिया लिमिटेड
(पब्लिक लिमिटेड कंपनी)
Oil India Limited
(A Government of India Enterprise)

Safety & Environment Department
P.O.
ASS
Phon
Fax
E-mail

Ref.No. S&E

Date: 15.1

Regional Executive Engineer.
Pollution Control Board. Assam
Ba
Ch

Sub: Return as per Batteries Management and Handling Rules, 2001
Period Oct

Dear Sir,

Please find enclosed herewith the form-VIII of the above rules duly filled in for your necessary action.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

CGM (HSE)
For Resident Chief Executive

Encl: A/A

FORM - VIII
[Sec rule 10(2)(ii)]
FORM FOR FILING RETURNS FOR BULK CONSUMERS OF BATTERIES

(October, 2019 to March, 2020)
[To be submitted by the bulk consumer to the State Board by 30th June (for the period October-March) and 31st December (for the period April-September) every year]

1.	Name and address of the bulk consumer.	OIL INDIA LIMITED, ASSAM P.O. Dibrugarh	
2.	Name of the Authorized person and full address with telephone and fax number.	Sri (HSE) Safety & Environment Department OIL INDIA LIMITED, ASSAM Tel 281	
3.	Number of new batteries of different categories purchased from the manufacturer / importer / other Maig Oct	No. of Batteries	Approximate weight (in Metric Tonnes)
	Category : (i) Automotive a) Four wheeler b) Two wheeler (ii) Industrial a) UPS b) Motive Power c) Stand-by Others	280 94	7.00 MT 2.35 MT
4.	Number of used batteries of categories mentioned in above and Tonnage of scrap sent to manufacturer / dealer / importer / registered recycler / or any other agency to whom the used batteries scrap was sent	NIL	NIL

Place:
Date: 15.1

Signature of the authorized person

**To,
GM-CONTRACT(HoD)
OIL INDIA LIMITED
DULIAJAN-786602**

**PART-IV
SAFETY MEASURES**

Description of service: IFB No. CDH7317P22 for ‘Implementation of initiative-HSSE Incident Reporting and Tracking Application for four (04) years and six (06) months and extendable by one (01) year under the Digitization Project (DRIVE).’

Sir,

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

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

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

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

c) Due notice would be given for any change of personnel under item (b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.
4. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
5. 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.
6. 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.
7. 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.
8. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
9. The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.

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10. 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.

11. 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.

12. 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.

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

14. 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.

15. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

16. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

PART-V
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 **IFB No. CDH7317P22 for 'Implementation of initiative-HSSE Incident Reporting and Tracking Application for four (04) years and six (06) months and extendable by one (01) year under the Digitization Project (DRIVE)'**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 - Commitments of the Principal

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

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

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

E-TENDER NO. CDH7317P22

Section: 2 - Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

E-TENDER NO. CDH7317P22

company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous transgression

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

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder/Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 - External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity

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to the bidder/contractor to present its case before making its recommendations to the Principal.

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

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

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

Section: 9 - Pact Duration

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

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

Section: 10 - Other provisions

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

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

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

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

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:
Witness 2:

Place.
Date .

LIST OF PROFORMAS

<u>Sl. No</u>	<u>PROFORMA NOS</u>	<u>DESCRIPTION</u>
<u>1</u>	PROFORMA I	<u>Bid form</u>
<u>2</u>	PROFORMA-II	<u>Statement of non-compliance (if any)</u>
<u>3</u>	PROFORMA-III	<u>Proforma letter of authorisation for attending bid opening</u>
<u>4</u>	PROFORMA-IV	<u>Proforma letter of authority</u>
<u>5</u>	PROFORMA-V	<u>Bid security declaration</u>
<u>6</u>	PROFORMA-VI	<u>To be filled-up/submitted by the vendor on its letter head for E-remittance]</u>
<u>7</u>	PROFORMA-VII	<u>Form of performance bank guarantee</u>
<u>8</u>	PROFORMA-VIII	<u>Agreement form</u>
<u>9</u>	PROFORMA-IX	<u>Format of undertaking by bidders towards submission of authentic information/documents (to be typed on the letter head of the bidder)</u>
<u>10</u>	PROFORMA-X	<u>Certificate of compliance to financial criteria</u>
<u>11</u>	PROFORMA-XI	<u>Proforma of bank guarantee towards purchase preference-local content</u>
<u>12</u>	PROFORMA-XII	<u>Commercial check list</u>
<u>13</u>	PROFORMA-XIII	<u>Undertaking towards submission of performance bank guarantee</u>

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<u>14</u>	PROFORMA-XIV	<u>Proforma for undertaking from third party inspection agency</u>
<u>15</u>	PROFORMA-XV	<u>Certificate of annual turnover & net worth</u>
<u>16</u>	PROFORMA-XVI	<u>Format of agreement between bidder and their parent company/ 100% subsidiary company</u>
<u>17</u>	PROFORMA-XVII	<u>Parent company/subsidiary company guarantee</u>
<u>18</u>	PROFORMA-XVIII	<u>Form of performance bank guarantee for ultimate parent/supporting company</u>
<u>19</u>	PROFORMA-XIX	<u>Undertaking of key personnel of the Technical collaborator/Subsidiary/Parent company/Joint Venture Partner experience</u>
<u>20</u>	PROFORMA-XX	<u>Parent/ultimate parent/holding company's corporate guarantee towards financial standing</u>
<u>21</u>	PROFORMA-XXI	<u>Curriculum Vitae (CV) Format of Project Manager and Technology Architect</u>
<u>22</u>	PROFORMA-XXII	<u>Certificate of Compliance of meeting Bid Reject Criteria</u>
<u>23</u>	PROFORMA-XXIII	<u>Declaration of Compliance of meeting Bid Reject Criteria</u>
<u>24</u>	EXHIBIT-I	<u>Undertaking for works involving possibility of sub-contracting</u>
<u>25</u>	EXHIBIT-II	<u>Undertaking towards compliance of clause no. 8.1 of the forwarding letter</u>

BID FORM

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

Sub: IFB No.CDH7317P22

Gentlemen,

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

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

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

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

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

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

Dated this _____ day of _____ 2021/22.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

Name: _____

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

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO
GM- CONTRACTS
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDH7317P22

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against **IFB No. CDH7317P22** for **‘Implementation of initiative-HSSE Incident Reporting and Tracking Application for four (04) years and six (06) months and extendable by one (01) year under the Digitization Project (DRIVE).’**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

PROFORMA LETTER OF AUTHORITY

TO
GM-CONTRACTS
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India

Dear Sir,

SUB: OIL's IFB No. CDH7317P22

We _____ of _____
Confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid,
negotiate and conclude the agreement on our behalf with you against **IFB No. CDH7317P22 for 'Implementation of initiative-HSSE Incident Reporting and Tracking Application for four (04) years and six (06) months and extendable by one (01) year under the Digitization Project (DRIVE)'** for any commercial/Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of

BID SECURITY DECLARATION

(to be submitted on Bidder's letter head)

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

TENDER NO. CDH7317P22

I/We, the undersigned, declare that:

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

Name and Signature of

Authorized Signatory and Company Seal

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

FORM OF PERFORMANCE BANK GUARANTEE

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

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

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

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

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

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

This guarantee is valid until the _____ day of _____.

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

A. Issuing Bank:

BANK FAX NO:

E-TENDER NO. CDH7317P22

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

The above message/intimation shall be sent through SFMS (indicating the Contract No.) by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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

AGREEMENT FORM

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 3% of Annualized Contract value) with validity of 90 (Ninety) days beyond the contract period.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted
Ref: Your Tender No.CDH7317P22

To,
The GM-Contracts
Contracts Department,
OIL, Duliajan

Sir,

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

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

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our ~~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)

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

**Ref : Note 'b.' under Clause 1.1 Financial Criteria of BEC/BRC of
Tender No. CDH7317P22**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

**PROFORMA OF BANK GUARANTEE TOWARDS PURCHASE PREFERENCE-
LOCAL CONTENT**

Ref. No. _____ Bank Guarantee No. _____ dated _____

To

Oil India Limited

India Dear Sirs,

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

E-TENDER NO. CDH7317P22

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

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

E-TENDER NO. CDH7317P22

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

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

WITNESS NO. 1

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

(Signature)
Full name, designation and address
(in legible letters)

WITNESS NO. 2

Attorney as power of Attorney no. _____

Date: _____

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

COMMERCIAL CHECK LIST**Bidder's Name:** _____**TENDER NO. CDH7317P22**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: Whether Bid Securing Declaration submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 90 (Ninety) days from original Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as	

E-TENDER NO. CDH7317P22

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

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

Signature _____

Name _____

Designation _____

Office Stamp _____

UNDERTAKING TOWARDS SUBMISSION OF PERFORMANCE BANK GUARANTEE

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

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

BG issuing bank details:-

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

Declaration:

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

Authorized Signature:

E-TENDER NO. CDH7317P22

Name: _____

Vendor Code: _____

Email ID: _____

Mobile No: _____

Encl: Original bank guarantee

PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY
(to be submitted on official letter head)

TO
M/s OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDH7317P22

M/s _____ having registered office at _____ intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having ____ nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature: _____

Name: _____

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURNOVER In INR	NET WORTH In INR

Place:

Date:

Seal:

Membership Number:

Signature:

Registration No.:

UDIN:

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT
COMPANY/ 100% SUBSIDIARY COMPANY (As the case may be)
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE
AND NOTARIZED)**

This agreement made this ____ day of ____ month ____ year by and between M/s _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/Subsidiary Company (Delete whichever not applicable)" of the other part:

WHEREAS

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

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

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/Subsidiary Company (Delete whichever not applicable)) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to OIL for satisfactory execution of the contract.

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

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

For and on behalf of
(Bidder)

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

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE

(Delete whichever not applicable)

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

DEED OF GUARANTEE

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

WHEREAS

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

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

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

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

1. The Guarantor (Parent Company/**100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any

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demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

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

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

4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

Witness:

1. Signature _____
Full Name _____
Address _____

Signature

M/s _____

Signature _____

Name

Designation _____

Common seal of the

Company _____

Full

Name

Address

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Witness:

2. Signature _____
 Full Name _____
 Address _____

FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE PARENT/SUPPORTING COMPANY

To

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

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

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

AND WHEREAS we have agreed to give the "ULTIMATE PARENT/SUPPORTING COMPANY", such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the "ULTIMATE PARENT/SUPPORTING COMPANY", up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as

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aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor/ULTIMATE PARENT/SUPPORTING COMPANY before presenting us with the demand.

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

This guarantee is valid until the _____ day of _____.

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

B. Issuing Bank:

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

C. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:

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

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

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

[On company's Letter Head]

To,

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

Dear Sir,

This has reference to your Tender No. **CDH7317P22** dated 2021 on the subject **'Implementation of initiative-HSSE Incident Reporting and Tracking Application for four (04) years and six (06) months and extendable by one (01) year under the Digitization Project (DRIVE).'**

We.....(Name of the Company) confirm that we will engage/deploy the services including the key personnel of the Technical collaborator/Subsidiary/Parent company/Joint Venture Partner experience (strike out whichever are not applicable) on whose strength we are meeting the tender's Technical requirement as per the tender qualifying criteria.

Signature
(Name & Designation of Authorized person)

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

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **Rs. 13,45,12,500.00** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

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(b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Bidder)

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

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

Curriculum Vitae (CV) Format of Project Manager and Technology Architect

SN	HEADS	PERSONNEL DETAILS		
1	Role in the Project			
2	Name			
3	Name of the Organization			
4	Permanent Address			
5	Highest Educational Qualification			
6	Total Professional Experience (In Years)			
7	Domain Experience	Tenure (in Years)	Remarks (Super Major, Role, QC)	
7.1				
7.2				
7.3				
7.4		<add more rows if required>		
8	Projects / Assignments details in reverse order			
	Client Name & Reference	Details of Scope of Project & Project Role	From (Year)	To (Year)
8.1				
8.2				
8.3				
8.4				
8.5		<add more rows if required>		
9	Experience details in reverse order			
	Name of Organization / Client	Experience Details / Responsibilities	From (Year)	To (Year)
9.1				
9.2				

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9.3				
9.4		<add more rows if required>		
10	Educational Background, Training / Certification including institutions, % of marks, specialization areas etc.			
	Degree	University	Year of Award of Degree	
10.1				
10.2				
10.3		<add more rows if required>		

I (Employee Name) S/o (Father's Name) having permanent residence at (Present Address), am working with M/s (Organization Name) as their employee.

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my deployment for carrying out contract job in OIL by M/s (Organization Name)

I am an employee of M/s (Organization Name) for all practical purposes and there is no privity of Contract between OIL and me.

Signature: _____

Place:

Date:

Certified By:

Role in the Organization:

Signature _____

Certificate of Compliance of meeting Bid Reject Criteria

(To be submitted by OEM on its letter head)

To,

Oil India Limited
Duliajan,
Assam - 786602

Sub: E-Tender No.: CDH7317P22

This is to certify that with respect to the manpower requirement of said tender, **<Bidder Organization Name>** is proposing the following team of resources.

We also confirm that the qualifications and experience of each of the proposed team members comply with the requirements mentioned against respective project role under **Manpower requirement (Section 8) under SoW/SCC.**

The detailed CVs of the proposed resources are also attached with the technical bid.

S.No	Project Role	Employer's Name	Name of Proposed Primary Resource(s)	Name of Proposed Additional Resource
1	Project Manager		<to be filled>	<to be filled>
2	Technology Architect		<to be filled>	<to be filled>
3	Health, Safety and Environment Domain Expert		<to be filled>	<to be filled>

Signature of Authorized Signatory:

Place:

Name of Signatory:

Date:

Title of Authorized Signatory:

Company Seal:

Address:

Note: Bidder is required to submit Certificate of Compliance for meeting the eligibility requirements as per BEC. Detailed CV of team members must be provided in Annexure C3 (Curriculum Vitae (CV) Format of Project Manager, Technology Architect & HSE Domain Expert) for review.

Declaration of Compliance of meeting Bid Reject Criteria

(To be submitted by bidder on its letter head)

To,

Oil India Limited,
Duliajan,
Assam - 786602

Dear Sir,

This is to notify you that our organization **<Name>** intends to submit a proposal in response to IFB No. **CDH7317P22** for **'Implementation of initiative-HSSE Incident Reporting and Tracking Application for four (04) years and six (06) months and extendable by one (01) year under the Digitization Project (DRIVE)'** for Oil India Limited. In accordance with the above we would like to declare that:

- We are not in the Holiday list of OIL or its Administrative Ministry, MoPNG.
- We are not under liquidation, court receivership or similar proceedings.
- We are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016.
- We are not the consultant/subsidiary company or company under management of the primary consultant working on this project.
- We acknowledge that our bid will stand rejected if our insolvency resolution process or liquidation or bankruptcy proceedings is initiated during any stage of bid evaluation.

Sincerely,

Place:

Date:

Signature of Authorized Signatory

Name of Signatory:

Title of Authorized Signatory:

Company Seal:

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

(REF. CLAUSE NO. 8.6 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 are 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)

**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 8.1 OF THE
FORWARDING LETTER**

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

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

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

CHECKLIST FOR BEC/BRC

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

Clause No.	Description	Reference File No. and Page No. of Bidder's Quote	Provided	Not Provided
	<p><u>BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)</u></p> <p>BID EVALUATION CRITERIA (BEC): The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.</p> <p>1.0 FINANCIAL CRITERIA</p> <p>1.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least ₹ 1,05,04,275/- (Rupees One Crore Five Lakh Four Thousand Two Hundred Seventy-Five Only).</p> <p>1.2 "Net worth of bidder must be positive for preceding financial/accounting year.</p> <p><u>NOTE:</u> The Net worth to be considered against Clause 1.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.</p> <p>Notes to BEC Clause 1.1 above:</p>			

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	<p>a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p> <p>(i) Audited Balance Sheet along with Profit & Loss account.</p> <p style="text-align: center;">OR</p> <p>(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in PROFORMA XV.</p> <p><u>NOTE:</u></p> <p>i) Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.</p> <p>ii) In case the Audited Balance sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.</p> <p>b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date 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 undertaking in support of the same along with their technical bid as per PROFORMA-X.</p> <p>c. In case the bidder is a Central Govt. Organization/PSU/State Govt.</p>			
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	<p>Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p>d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.</p> <p>e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in clause 1.1.</p> <p>f. In case the bidder is a sister subsidiary or co-subsidiary company or subsidiary (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:</p> <ul style="list-style-type: none"> (i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company. (ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as Annexure-XX by the authorized officials. (iii) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company. (iv) Documents proving that net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”. <p><u>NOTES:</u></p> <p>OIL reserves the right to ask for any Original or other relevant document to verify the certification.</p> <p>2.0 TECHNICAL CRITERIA</p> <p>2.1 Bidder must be incorporated in India and must maintain more than 20% local content for the offered services.</p>			
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	<p>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 shall be applicable as per the Notification(s) and any amendment thereof.</p> <p>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.</p> <p>A copy of Certificate of Incorporation must be provided along with the Bid.</p> <p>2.2 <u>Work Experience of the Bidder:</u></p> <p>2.2.1 Bidder must have experience of similar work in India or abroad in the last 7(seven) years reckoned from the Original Bid Closing Date fulfilling the following conditions:</p> <ul style="list-style-type: none">i) At least 01 (one) similar work in Oil & Gas industry.ii) Must have successfully designed, hosted, implemented and maintained at least 01 (one) similar work on cloud hosted infrastructureiii) At least 01 (one) similar work with at least 1000 end users at client under a single contract. <p>“SIMILAR work” mentioned above means “Supply/Development, implementation & commissioning of the proposed HSE Software.”</p>			
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	<p>For proof of requisite Experience (refer Clause No. 2.2.1 above), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:</p> <p>A. Contract/Work order document showing detailed scope of Job and quantum;</p> <p><u>AND</u></p> <p>B. Job Completion Certificate showing:</p> <p>(i) Number of job done-</p> <p>(ii) Nature of job done along with Work order no./Contract no.</p> <p>(iii) Contract period and date of completion.</p> <p>(iv) Bidder must submit Certificate from CEO/Country Head / Chief Operating Officer/Authorized Signatory/ Partner holding the Power of Attorney of the organization and client certificate to substantiate the number of users.</p> <p><u>OR</u></p> <p>C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <p>(i) Work order no./Contract no.</p> <p>(ii) No of jobs done</p> <p>(iii) Period of Service</p> <p>(iv) Nature of Service</p> <p>(v) Bidder must submit Certificate from CEO/Country Head /Chief Operating Officer/Authorized Signatory/ Partner holding the Power of Attorney of the organization and client certificate to substantiate the number of users.</p> <p>(vi) Any other document(s) which can substantiate the experience</p> <p>Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.</p>			
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	<p>Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume/value, as stipulated under Clause Nos. 2.2.1 shall only be treated as acceptable experience.</p> <p>2.2.2 Bidder must be the IPR (Intellectual Property Rights) Owner / Original Licensor OR Subsidiary of IPR owner / Authorized implementation partner by IPR owner of the software proposed for implementation. (Original Licensor / IPR Owner is defined as the company holding software licensing rights and controlling software development cycle).</p> <p>In this regard Certificate from the CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization must be submitted by the bidder. If the bidder is Authorized Implementation Partner or Subsidiary of the Original Licensor / IPR owner, the bidder is required to submit the proof of being the Authorized Implementation Partner or subsidiary of the original licensor / IPR Owner along with their bid submission like Letter of Authorization/Comfort Letter from the Original Licensor /OEM.</p> <p>2.2.3 The proposed software by the bidder must have undergone <u>at least 2 (two) upgrades and/or updates over the last 2 years reckoned</u> from the Original Bid Closing Date. In this regard a self-certification must be provided by the CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization along with <u>build notes/release notes</u> to substantiate the changes in each version upgrade/update.</p> <p>In this regard bidder must submit Certificate from CEO/Country Head / Chief Operating Officer/Authorized Signatory/ Partner holding the Power of Attorney of the organization, job completion certificate, work order no. and client certificate to substantiate the number of users.</p> <p>2.2.4 Bidder should take responsibility of provisioning cloud infrastructure, hardware requirements, software requirements and associated licenses etc. to implement the end-to-end solution successfully. In this regard bidder must submit Certificate from CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization as per attached PROFORMA XXII.</p>			
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	<p>2.2.5 Bidder should submit a 'No Deviation Certificate' against the functional requirements mentioned in Scope of Work and Special Terms and Condition of the Tender. In this regard, bidder must submit Certificate from CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization as per PROFORMA II.</p> <p>2.2.6 The bidder must submit the CVs of all the Team Members proposed to be deployed as per Section 8 of the Scope of Work / Special Terms & Conditions for this project as per attached PROFORMA XXI duly certified by CEO/Country Head / Chief Operating Officer OR by any Partner holding the Power of Attorney along with the bid</p> <p>2.2.7 Bidder should provide an undertaking of providing manpower as per Manpower requirement Section 8 of the Scope of Work / Special Terms & Conditions. In this regard, bidder must submit a Certificate from CEO/MD/Authorized Signatory or POA of the organization as per attached PROFORMA XXII.</p> <p><u>Notes to BEC Clause 2.2.1 above:</u></p> <p>(A) <u>Evaluation for 'Start-Ups'</u></p> <p>Following evaluation methodology shall be adopted for the bidders who are recognised as 'Start-ups' by DPIIT (Department for Promotion of Industry and Internal Trade), Ministry of Commerce & Industry, Govt. of India.</p> <ul style="list-style-type: none">• They are exempted from complying Annual Financial Turnover Criteria mentioned in Clause No. 1.0• They must have relevant experience of <u>"Supply/Development, implementation & commissioning of the proposed HSE Software"</u> as mentioned above in BEC Clause No. 2.2.1			
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	<ul style="list-style-type: none"> Bidders claiming above exemptions as “Start-Ups” must substantiate same with a certificate issued by DPIIT which should be valid as on bid closing date. <p>(B) For proof of requisite Experience documents mentioned in Clause No. 2.2.1 above must be submitted along with the bid:</p> <p>2.2.8 Following work experience will also be taken into consideration:</p> <p>(i) If the prospective bidder has executed contract in which similar work is also a component of the contract.</p> <p>(ii) In case the start date of the requisite experience is prior to the preceding 07 (seven) years’ period reckoned from the original bid closing date but completion is within the preceding 07 (seven) years’ period reckoned from the original bid closing date.</p> <p>Proof of work experience against Para 2.2.5 (i) and (ii) above, to satisfy a) similar work b) minimum prescribed value/quantity/period c) prescribed period of 07 years, to be submitted as below:</p> <p>i) In case requisite experience is against OIL’s Contract: Bidder must submit the breakup of similar work and its quantity, period mentioning SES No. and copies of all relevant SES.</p> <p>ii) In case requisite experience is NOT against OIL’s Contract: Bidder must submit the breakup of similar work and its quantity/volume executed within the prescribed period of 07 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).</p> <p>2.3 ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause nos. 2.2 above can also be considered provided the bidder is a</p>			
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	<p>subsidiary company of the parent company [supporting company] in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary [supporting company]. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.</p> <p>In case of subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.</p> <p>In both the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:</p> <p>(i) Undertaking by the supporting company to provide a performance security as per format and instructions enclosed at PROFORMA-XVIII, equivalent to 50% of the value of the performance security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.-</p> <p>(ii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p>Note: In case <u>supporting company</u> fails to submit performance bank guarantee as per (i) above action will be initiated as per PROFORMA- V of this Tender Document.</p>			
2.4	ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF			

	<p>EXPERIENCE OF SISTER SUBSIDIARY/ CO-SUBSIDIARY COMPANY:</p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 2.2 can also be considered based on the experience criteria of their sister subsidiary/ co-subsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions:</p> <p>i) Provided that the sister subsidiary/ co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/ holding company along with the technical bid.</p> <p>ii) Provided that the sister subsidiary/ co-subsidiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the experience criteria stipulated in the BEC/BRC.</p> <p>iii) In case of contracts involving multifarious activities such as – (a) manufacturing/ supply (b) installation and commissioning (c) servicing and maintenance of any equipment, then in that case, the bidding company can draw on the experience of their multiple subsidiary sister company (ies) / co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacturing/supply (b) installation and commissioning (c) servicing and maintenance. However, all the sister subsidiary company(ies)/ co-subsidiary company(ies) and the bidding company should be 100% subsidiary company(ies) of an ultimate parent/ holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/ holding parent company.</p> <p>iv) Undertaking by the supporting company to provide a performance security as per format and instructions enclosed at PROFORMA-XVIII, equivalent to 50% of the value of the performance security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.-</p> <p>v) Undertaking from the supporting company to the effect that in addition to invoking</p>			
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	<p>the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p>Note: In case <u>supporting company</u> fails to submit performance bank guarantee as per (i) above action will be initiated as per PROFORMA – V of this Tender Document.</p> <p><u>Note to Clause 2.2, 2.3 & 2.4 above</u></p> <p>i) Bidders quoting on the technical strength as per clause nos. 2.2, 2.3 & 2.4 should provide the respective services including key personnel from parent/ sister subsidiary / co-subsiary / JV partner for a minimum duration of 50% of the Contract period during execution of the contract. A declaration as per Annexure-VII in this respect to be submitted as part of technical bid.</p> <p>ii) In cases where subsidiary/parent/ sister subsidiary / co-subsiary companies do not have Permanent Establishment in India, the bidding company can furnish Performance Security <u>equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company.</u> In such case bidding company shall furnish an undertaking in their Company's letter head that their subsidiary/parent/ sister company is not having any Permanent Establishment in India in terms of Income Tax Act of India.-</p>			
2.5	SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.			
2.6	Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in clause 2.2.			
2.7	<p>Bids from following types of bidder will not be accepted:</p> <ul style="list-style-type: none"> • Who are in the Holiday list of OIL or its Administrative Ministry, MoPNG. • Who are under liquidation, court receivership or similar proceedings. 			

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	<ul style="list-style-type: none"> • Consultant or their subsidiary Company or companies under the management of consultant for execution of the same project for which they are working as consultant. • Who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code). • Whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of the bid. <p>In this regard bidder must submit Self-Declaration in format duly certified by CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney along with the bid as per PROFORMA XXIII.</p> <p>3.1 Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.</p> <p>3.2 Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.</p> <p>3.3 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be considered for evaluation.</p> <p>3.4 The quantities shown against each item in the “Price Bid Format” shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.</p> <p>3.5 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.</p> <p>3.6 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.</p>			
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- 3.7 PURCHASE PREFERENCE CLAUSE:** Purchase Preference to MSE's is not applicable against this Tender.
- 4.0 EVALUATION METHODOLOGY:** 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 given below:
- 4.1 Bids shall be evaluated both in terms of 'Quality' as well as 'Quoted Price' i.e. Quality & Cost Based Selection (QCBS) methodology. **The weightage for the 'Quality' is 60 and the weightage for the 'Quoted' price is 40.**
- 4.2 The marks allocated against various sub-sections under 'Quality' of Bid shall be as hereunder:

COMPUTATION TABLE				
#	Criteria	Unit Marks	Max Marks	Supporting Documents
A.	Proposed Software Evaluation			
1.	Number of projects completed in Supply/Development, implementation & commissioning of HSE Software using the proposed software	a) ≥ 1 & ≤ 3 Assignments: 5 Marks b) ≥ 4 & ≤ 6 Assignments: 10 Marks c) ≥ 7	25 Marks	As defined under Clause 2.2.1

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		in India or abroad under a single contract over the last <u>7 (seven) years</u> reckoned from the Original Bid Closing Date	Assignments: 15 Marks						
			<u>Additional Marks</u> 2 Mark for every project in Oil & Gas Industry (Max 10 Marks)						
	2.	The proposed EHS software should be recognized as part of Leaders segment by Verdantix under their <u>Verdantix Green Quadrant :EHS Software report</u> both in 2019 & 2021.	25 Marks	25 Marks	Copy of Verdantix Green Quadrant: EHS Software reports self-attested by CEO/MD/Authorized Signatory/POA of the bidding company to be submitted along with the bid. Note: In case it is attested by authorized signatory other than CEO/MD/, the contact details of the signatory must be mentioned for verification by OIL.				

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	3.	Number of projects delivered in implementation of HSE Software involving SAP ERP integration in India or abroad by the bidder in the last 7 years	a) ≥ 1 & ≤ 2 Assignments: 5 Marks b) ≥ 3 Assignments: 10 Marks	10 Marks	As defined under Clause 2.2.7				
	4.	Certification : CMMi Level 3 or higher	10 Marks	10 Marks	Copy of valid certificate(s) issued to the bidder or OEM of the proposed software signed by CEO/MD/Authorized Signatory/ POA of the organization. (Certificates provided should be valid as on bid closing date)				
	B.	Proposed Manpower Evaluation							
	5.	Experience of Project Manager in leading similar assignments of implementation & commissioning of proposed EHS Software over the last 5 years.	a) For ≥ 1 & ≤ 2 Assignments: 5 Marks b) For ≥ 3 & ≤ 4 Assignments: 10 Marks c) For ≥ 5 Assignments:	15 Marks					

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		15 Marks		Experience certificate with details of the project and client details (including contact number and email ID for reference call) certified by CEO/MD/Authorized Signatory/POA is required. Refer Annexure C5
6.	Experience of Technology Architect in delivering similar assignments of implementation & commissioning of proposed EHS Software Modules over the last 5 years.	a) For ≥ 1 & ≤ 2 Assignments: 5 Marks b) For ≥ 3 & ≤ 4 Assignments: 10 Marks c) For ≥ 5 Assignments: 15 Marks	15 Marks	
Total			100 Marks	

Notes to section 4.2:

- To demonstrate experience against criteria specified in above table, bidder must submit relevant documents as per **clause 2.2.1 above**
- It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria.
- OIL reserves the right to verify any or all data/document/information provided by the bidder. False statement by the bidder will make it liable for appropriate action.
- Price Bids shall be evaluated taking into account the Price quoted for all services including applicable GST (CGST & SGST/UTGST or IGST).
- Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.

4.3 To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:
An Evaluated Bid Score (B) will be calculated for each bid using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = \frac{C_{low}}{C} \times 100 \times X + \frac{T}{T_{high}} \times 100 \times Y$$

where,

C = Evaluated Bid Price of the bidder

C_{low} = The lowest of the evaluated bid prices among the responsive bids

T = The total marks obtained by the bidder against "Quality" criteria

T_{high} = The highest mark scored against "Quality" criteria among all responsive bids

X = 0.4 (The weightage for "Quoted price" is 40 %)

Y = 0.6 (The weightage for "Quality" is 60 %)

Note: The Evaluated Bid Score (B) shall be considered up to two decimal places.

5.0 AWARD OF CONTRACT:

5.1 Contract shall be awarded to the bidder with the highest Evaluated Bid Score (B).

5.2 In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against 'Quality' criteria will be recommended for award of contract. Even if there is a tie, 'draw of lots' will be resorted to arrive at the recommended bidder.

5.3 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation.

6.0 VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES:

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

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. Germanischer Lloyd Industrial Services GmbH	a. mangesh.gaonkar@dnvgl.com

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		(DNV GL- Oil & Gas)					
	iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in				
	v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org				
	vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulflloyds.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com				
	vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com				
	viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com				
	ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com				

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			j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com			
	6.2	The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.				
	6.3	As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.				
	6.4	The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:				
		(a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the				

	<p>appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.</p> <p>(b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empaneled third party agency shall not automatically make the bidder eligible for award of contract.</p> <p>(c) Verification of documents (but not limited to) are normally categorized as under:</p> <ul style="list-style-type: none"> ➤ General Requirement: <ul style="list-style-type: none"> • Check Bidder's PAN Card • Check Bidder's GST Certificate • Check ITR of company • Check Bidder's Certificate of Incorporation – Domestic Bidder. ➤ Additional Documents : (If applicable against the tender) <ul style="list-style-type: none"> • Joint Ventures Agreements – To cross-check with JV Partners • Consortium Agreements – To cross-check with Consortium Partners • Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern ➤ Technical Criteria <ul style="list-style-type: none"> • To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender. 			
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	<p>➤ Financial Criteria</p> <ul style="list-style-type: none"> ○ Check and verify Audited Balance Sheet/CA certificate ○ To check the Line of Credit, if incorporated in the tender. <p>Notes:</p> <p>(i) If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.</p> <p>(ii) Undertaking from TPI Agency as per format (PROFORMA - XIV) enclosed should be submitted along with the Bid.</p> <p><u>7.0 COMMERCIAL EVALUATION CRITERIA:</u></p> <p>7.1 Bids shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical Attachments" Tab and Priced Bid as per Proforma-B uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.</p> <p>7.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.</p> <p>7.3 Bids should be valid for a period of 120 (one-hundred twenty) days. Bids with shorter validity shall be rejected as being non-responsive.</p> <p>7.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed "Bid Security Declaration" (PROFORMA-V) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be</p>			
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	<p>suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.</p>			
7.5	<p>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 shall be rejected.</p>			
7.6	<p>Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.</p>			
7.7	<p>The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids shall not be considered and shall be straightway rejected.</p>			
7.8	<p>Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.</p>			
7.9	<p>Any Bid containing false statement shall be rejected.</p>			
7.10	<p>Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid shall be summarily rejected.</p>			
7.11	<p>Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.</p>			
7.12	<p>Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:</p>			

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	<ul style="list-style-type: none">i) Performance Security Clauseii) Taxes Clauseiii) Insurance Clauseiv) Force Majeure Clausev) Termination Clausevi) Arbitration Clausevii) Liability Clauseviii) Withholding Clauseix) Liquidated damages Clausex) Firm pricexi) Bid Security Declarationxii) Integrity Pact			
	<p>8.0 <u>GENERAL:</u></p> <p>8.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.</p> <p>8.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.</p> <p>8.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.</p> <p>8.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.</p>			

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	<p>8.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.</p> <p>8.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.</p>			
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No. FP-20013/2/2017-FP-PNG
Government of India
Ministry of Petroleum and Natural Gas

Shastri Bhawan, New Delhi
Dated 17th November, 2020

To,

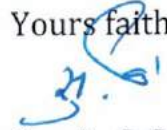
1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Member (BM), PNGRB
12. CEO & MD, ISPRL

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

Sir/ Madam,

I am directed to refer to this Ministry's letter of even number dated 7.10.2019 on the subject mentioned above. It is stated that several provisions of the Policy have been amended as per the recommendations of the Steering Committee constituted under PP-LC Policy by MoPNG. Amended PP-LC Policy is enclosed herewith for necessary compliance which shall continue for a further period of one year w.e.f. 01.10.2020..

Yours faithfully



सुशील टी. विलियम्स
(Sushil T. Williams)

उप सचिव, भारत सरकार

(Deputy Secretary to the Govt. of India)

दूरभाष (Tel.): 23387467

Email: sushilt.williams@gov.in

Copy to:

- a) PS to Minister, PNG & Steel
- b) PPS/ PS to Secretary/ Sr. Economic Advisor/ AS&FA, MoPNG
- c) PPS/ PS to JS (E)/ JS (GP)/ JS (IC)/ JS(R)/ JS (M)/ JS (G)/ EA/ DDG, MoPNG
- d) US (Admin.), MoPNG
- e) Ms. Neelam Naval, Technical Director (NIC) - with request to upload the letter alongwith enclosure on website of MoPNG.

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

1 Preamble

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

2 Definitions

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
- ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.
- ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.
- ‘Non-local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

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

3. **Scope**

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

3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.

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

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

3.4 The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

3.5 The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

4. Procurement

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

4.2 In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.

4.3 **Margin of Purchase preference:** The margin of purchase preference shall be 20%.

4.4 (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

- 4.4 (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.
- 4.4 (c) Only Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.
- 4.4 (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5 In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.
- 4.6 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 4.7 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 4.8 For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

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

- 5.1 In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

- 5.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 5.1.3 **Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.
- 5.1.3.1 However, if L1 bidder happens to be a Class I Local supplier, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class I Local supplier for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class I Local supplier for the entire quantity.
- 5.1.4 **Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.

5.1.7 The procedure for award under the policy is at **Enclosure-I**.

6. Determination of LC

6.1 LC of goods

6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

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

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

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

6.2 LC of service

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

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

- a) cost of component (material) which is used;
- b) manpower and consultant cost; cost of working equipment/ facility; and
- c) general service cost.

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

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

6.3 LC of the EPC Contracts:

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

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

6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

6.4 Calculation of LC and Reporting

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

7 Certification and Verification

7.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

7.1.2 At bidding stage:

- a) Price Break-up:
 - The bidder shall provide the percentage of local content in the bid.

b)

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

7.1.3 After Contract Award:

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

- 7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.
- 8 Governance and Supervision**
- 8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.
- 9 Sanctions**
- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Powers to grant exemption and to reduce minimum local content:** Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,
a) Reduce the minimum local content below the prescribed level; or
b) Reduce the margin of purchase preference below 20%; or
c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.
12. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

PROCEDURE FOR AWARD OF CONTRACTS

Procedure for award of contracts under this policy shall be as follows:

1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2. In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.