

**ऑयल इंडिया लिमिटेड**  
 (भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुर, असम  
**Oil India Limited**  
 (A Government of India Enterprise) Registered Office: Durgapur, Assam

**KG Basin Project**  
 #Door No.11-4-7,  
 Nookamma Temple Street,  
 RamaraoPeta  
 KAKINADA-533004 A.P.  
 Phone (O) 0884-2302176  
 FAX: 91-884-2352383  
 Email: kgbasin@oilindia.in

## **FORWARDING LETTER**

### **(INDIGENOUS COMPETITIVE BIDDING)**

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

**Sub: Tender No CEI3420P17 for HIRING OF SERVICES FOR PRE DRILL EIA (ENVIRONMENT IMPACT ASSESSMENT)STUDY AND EMP (ENVIRONMENT MANAGEMENT PLAN)FOR OIL'S NELP BLOCK: KG-ONN-2004/1 IN THE STATE OF ANDHRA PRADESH FOR A PERIOD OF 06(SIX)MONTHS**

Dear Sirs,

1.0 OIL INDIA LIMITED, a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from experienced and established firms / Contractors meeting the requisite criteria for the following mentioned work under SINGLE STAGE COMPOSITE BID System (Open Tender) through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>.

2.0 In connection with its operations, OIL invites Competitive Bids (ICB) from service providers through OIL's e-procurement site for providing above services. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal and Govt. 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)   | Tender No.                 | <b>CEI3420P17</b>  |
| (ii)  | Type of Bid                | Single Stage- Composite Bid System   |
| (iii) | Bid Closing Date & Time    | As per online tender   |
| (iv)  | Sale of Tender documents : | Within working hours from <b>24.12.2016</b> to <b>16.01.2017</b>   |
| (v)   | Bid Opening Date & Time    | As per online tender   |
| (vi)  | Bid Opening Place          | Office of Executive Director (KGB&BEP)<br>Oil India Limited<br>D.NO.11-4-7; 3rd Floor<br>Nokamma Temple Street<br>RamaraoPet, Kakinada-533004<br>Andhra Pradesh, India |
| (vii) | Bid Validity               | 90 days from bid closing date  |

|        |   |   |
|--------|---|---|
| (viii) | Bid Security Amount   | <b>INR 77,000.00</b>  |
| (ix)   | Bid Security Validity   | 120 days from bid closing date  |
| (x)    | Mobilization Time   | Within 30 days from the date of issue of Letter of Award (LOA)  |
| (xi)   | Amount of Performance Guarantee                                 | 10% of annualized Contract value.   |
| (xii)  | Validity of Performance Security                                | 3 months beyond the date of completion of Contract  |
| (xiii) | Duration of the Contract  | Six (6) months from the Commencement Date of the Contract with an option to extend the Contract period upto another 6 months at the same rate, terms and conditions at the discretion of Company. |
| (xiv)  | Quantum of Liquidated Damage for Default in Timely Mobilization | 0.5% of total estimated contract value per week or part thereof subject to max. of 7.5%.  |
| (xv)   | Bids to be addressed to   | Executive Director (KGB&BEP),<br>Oil India Limited<br>D.NO.11-4-7;3rd Floor<br>Nokalamma Temple Street<br>Ramaraopet, Kakinada-533004<br>Andhra Pradesh, India                                    |

2.1 Tender Document will not be issued by Company in physical form. The interested Bidders must submit their applications showing full address and e-mail address with Tender Fee (Non-refundable) of Rs. 1,000.00 (PSU and SSI Units are exempted) through DD in favour of M/s. Oil India Limited and payable at Kakinada is to be sent to Dy. General Manager (C&P), KGB Project, Oil India Limited, 11-4-7, Nookalamma Temple Street, Ramaraopeta, Kakinada – 533004. The envelope containing the application for participation should clearly indicate “Request for participation in Tender No. **“CEI3420P17”** for easy identification and timely issue of tender document. In case of cash transfer towards procurement of tender document, details are - Bank: State Bank of India, Branch: SME, Kakinada; Town: Kakinada; Account Name: Oil India Limited; Account No: 31060874558; IFSC Code: SBIN0004248. Late application and any delay by post/courier will not be entertained.

## **2.2 GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT :**

To participate in OIL’s E-procurement tender, bidders should have a legally valid Digital Signature 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>). The digital signature should be of Class 3 digital certificate for the designated individual with organization name. Bidders must have a valid User Id to access OIL e-Procurement site. Bidder shall request OIL through e-mail or fax or letter along-with the cost of bid documents for issue of the user ID for accessing the e-Tender. The user ID shall be issued to the eligible bidders on receipt of the requisite cost of bid document through e-mail. In case any bidder is exempted from paying the Tender Fee, the request letter should accompany the supporting documents for issue of the User ID on free of charge basis. Bidders, who do not have a user id, can click on Guest login button to view the available open tenders. The detailed guidelines are available in OIL’s e-procurement site. For any clarification in this regard, bidders may contact OIL.

## **3.0 IMPORTANT NOTES:**

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

i) The bid along with all supporting documents must be submitted through OIL’s E-procurement site only except the following documents which shall be submitted manually by the bidder in sealed envelope superscribed with

OIL's IFB No. and Bid Closing date to Executive Director (KGB & BEP), KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nokalamma Temple Street, Ramaraopet, Kakinada-533004:

**a) Original Bid Security**

**b) Power of Attorney for signing the bid.**

The above documents including the Original bid security must be received at OIL's office of the Executive Director (KGB & BEP) on or before the Bid opening date. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Bid in OIL's E-procurement site.

ii) Bid should be submitted online in OIL's E-procurement site upto the date and time as mentioned above and will be opened on the same day at time mentioned above at the office of the Executive Director (KGB & BEP), KG Basin Project in presence of the authorized representatives of the bidders.

**iii) The tender is invited under SINGLE STAGE COMPOSITE BID SYSTEM. The bidders shall have to submit their bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Bid should be as per Scope of Work & Technical Specifications along with all technical related documents related to the tender and the same is to be uploaded in OIL's e-portal. Details of prices as per Bid format/ priced bid can be uploaded as Attachment in the attachment link under 'Notes and Attachment'.**

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

Yours faithfully,  
OIL INDIA LIMITED

(Abhishek Baruah)  
Dy. Manager, Materials  
For Executive Director (KGB & BEP)

## **PART - 1**

### **INSTRUCTIONS TO BIDDERS**

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **A. BID DOCUMENTS**

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

- (a) An “Invitation for Bids” highlighting the following points:
  - (i) Company’s IFB No.
  - (ii) Bid closing date and time
  - (ii) Bid opening date, time and place
  - (iii) Bid submission place
  - (iv) Bid opening place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
  - (viii) Quantum of liquidated damages for default in timely mobilizations
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
- (d) General Conditions of Contract, (Section-I), (Part-3)
- (e) Scope of Work/ Terms of Reference/Technical Specification, (Section-II), (Part-3)
- (f) Schedule of Rates and Schedule of Payment (Section III), (Part-3)
- (h) Safety Measures, (Proforma-A), (Part-4)
- (i) Bid Form, (Proforma –B), (Part -4)
- (j) Certificate of Compliance with respect to BRC,(Proforma-C),(Part-4)
- (j) Statement of Non-Compliance (except BRC), (Proforma-D), (Part -4)
- (k) Bid Security Form, (Proforma-E), (Part -4)
- (l) Performance Security Form, (Proforma-F), (Part -4)
- (m) Agreement Form, (Proforma-G), (Part -4)
- (n) Proforma of Letter of Authority, (Proforma-H), (Part -4)
- (o) Authorisation for Attending Bid Opening, (Proforma-I), (Part -4)

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

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

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued. Bids will be accepted only if they are in the form issued to the party.

3.2 Unsolicited offers will not be considered and will be rejected straightway.

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

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.

4.2 The Addendum will be uploaded in OIL's E-Portal in the C-folder under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ("Technical RFX Response" under the tab "Amendment to Tender Documents") for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

#### **B. PREPARATION OF BIDS**

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

5.1 **BIDDER'S NAME & ADDRESS** : Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

6.0 **DOCUMENTS COMPRISING THE BID:** Bids are invited under **Composite Bid System**. The bid to be uploaded by the Bidder in OIL's E-portal shall comprise of the following components:

|      |   |
|------|---|
| i    | Complete technical details of the services and equipment specifications with catalogue, etc.  |
| ii   | Documentary evidence established in accordance with clause 10.0   |
| iii  | Statement of compliance with respect to BRC as per Proforma-C   |
| iv   | Statement of Non-compliance (except BRC) as per Proforma-D showing the list of deviations taken by the bidder except for the conditions under BRC |
| v    | Bid Security (scanned) in accordance with clause 11.0 hereunder, Hard copy should reach us on or before Bid Closing Date                          |
| vi   | Price Schedule Format, (Section III, Part 3 )   |
| vii  | Safety Measures duly filled with details of personnel as per Proforma-A   |
| viii | Bid Form as per Proforma-B  |

7.0 **BIDFORM:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

#### **8.0 BID PRICE:**

8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the bidders, both in words and in figures.

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

8.3 All duties and taxes (excluding Service tax) including Corporate Income Tax, Personal Tax, State Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the Contract as per rules of the country shall be borne by the bidder.

- 8.4 **Service Tax:** The quoted price shall be exclusive of Service Tax. Service Tax as applicable shall be on Company's account. However, the liability for payment of service tax to appropriate authority will lie solely on the Contractor.

**9.0 CURRENCIES OF BID AND PAYMENT:**

- 9.1 As the Bids against this tender are invited only from eligible Indigenous/domestic bidders, all rates/prices must be quoted in India Rupees only.

**10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** These are listed in **Bid Evaluation Criteria/ Bid Rejection Criteria (Part – 2)**.

**11.0 BID SECURITY:**

- 11.1 Bidder shall furnish as part of its Technical bid, Bid Security in the amount as specified in the "Forwarding Letter".
- 11.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9.
- 11.3 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter. The Bid Security in original should be submitted in a separate envelope as prescribed in Clause 15.1 below and shall be in any one of the following forms:
- (a) A Bank Guarantee or irrevocable Letters of Credit in the prescribed format vide **Proforma-E**. Bank Guarantee/LC issued from any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder.

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank: a) Full address. b) Branch Code. c) Code Nos. of the authorized signatory with full name and designation. d) Phone Nos., Fax Nos., E-mail address.

The bidders will have to submit the Bank Guarantee from any of the scheduled banks on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.

**Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**

- (b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for 90 days from the date of issue and payable at Kakinada, Andhra Pradesh, India.
- 11.4 Any bid not secured in accordance with sub-clause 11.3 above shall be rejected by the Company as non-responsive.
- 11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the Contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 29.0 below is furnished.

- 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.9 The Bid Security may be forfeited:
- i) The bidder withdraws the bid within its original/extended validity.
  - ii) The bidder modifies/revise their bid suo-moto.
  - iii) Bidder does not accept the order/contract.
  - iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
  - v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.
- 11.11 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Banker's Cheque or Bank Draft must be uploaded by bidder in the "Technical RFx Response" of OIL's E-portal. The Original Bid Security shall be submitted by the bidder to the office of Group General Manager, KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nokalamma Temple Street, Ramaraopet, Kakinada-533004 in a sealed envelope which must reach the above address before the Bid Opening date failing which the bid shall be rejected.
- 11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 11.13 If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

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

- 12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security. No Bid Security shall apply for bids from MSEs registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or NSCI or District Handicrafts and Handloom or any other body specified by Ministry of MSME.

## **13.0 PERIOD OF VALIDITY OF BIDS:**

- 13.1 Bids shall remain **valid for 90** days from the date of opening of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 90 days from Bid Opening Date.
- 13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

## **14.0 FORMAT AND SIGNING OF BID:**

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

having “Organization Name” field other than Bidder’s Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 15.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of “Class-3” with organization name, the bid will be rejected.

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

- 14.2 The bid shall be typed or written in indelible inks and shall be digitally signed by the Bidder or a person or persons duly authorized holding a Power of Attorney to bind the Bidder to the Contract. The letter of authorization (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.
- 14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof. Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 14.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

## **C. BID SUBMISSION/EVALUATION**

### **15.0 SUBMISSION OF BIDS**

- 15.1 The tender is processed under single bid system. Bidder shall submit their bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions is available in “**HELP DOCUMENTATION**” available in OIL’s E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document. Details of prices as per Bid format/ priced bid shall be uploaded as Attachment in the attachment link under ‘Notes and Attachment’.

However, the following documents should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing / Opening date & Time along with the bidder’s name and should be addressed to Group General Manager, KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nokalamma Temple Street, Ramaraopet, Kakinada-533004 as indicated in the Tender:

1. The Original Bid Security along with 2(two) copies.
2. Power of Attorney for signing of the bid digitally
3. Any other document required to be submitted in original as per bid document requirement.

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



- 15.2 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Techno-commercial Bid.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender on or before the bid Opening Date falling which bid shall be rejected. Company shall not be responsible for any postal delay/ transit loss.
- 15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 16.0 Deleted
- 17.0 DEADLINE FOR SUBMISSION OF BIDS:**
- 17.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached.
- 17.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.
- 18.0 LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded and submitted in system 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.
- 19.0 MODIFICATION AND WITHDRAWAL OF BIDS:**
- 19.1 The Bidder after submission of Bid may modify or withdraw its Bid by written notice prior to Bid Closing Date & Time.
- 19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.
- 20.0 EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.
- 21.0 BID OPENING AND EVALUATION:**
- 21.1 Company will open the Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening

shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.

- 21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 21.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 21.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 21.4.
- 21.6 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.
- 21.7 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 way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 21.8 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.
- 21.9 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.
- 21.10 The Company shall perform Technical evaluation of the responsive bid(s) on the basis of **Section II 'Terms of Reference and Technical Specifications'** and **Part-2 'Bid Rejection Criteria/Bid Evaluation Criteria'**.

## **22.0 ANALYSIS OF PRICED BIDS:**

- 22.1 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy

between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

**23.0 Deleted**

**24.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.

**24.1 DISCOUNTS / REBATES :**Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

**24.2** Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of Contract, and if they have offered any discounts/rebates, the Contract shall be awarded after taking into account such discounts/rebates.

**25.0 CONTACTING THE COMPANY:**

**25.1** Except as otherwise provided in Clause 21.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 21.6.

**25.2** An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**D. AWARD OF CONTRACT**

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

**27.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

**28.0 NOTIFICATION OF AWARD:**

**28.1** Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

**28.2** The notification of award will constitute the formation of the Contract.

**28.3** Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 29.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

**29.0 PERFORMANCE SECURITY:**

**29.1** On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from 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.

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank: a) Full address. b) Branch Code. c) Code Nos. of the authorized signatory with full name and designation. d) Phone Nos., Fax Nos., E-mail address.

The successful bidder 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.

- 29.2 The Performance Security specified above must be valid for 90 days beyond the Contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 29.5 Failure of the successful Bidder to comply with the requirements of Clause 29.0 and/or 30.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

**30.0 SIGNING OF CONTRACT:**

- 30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 30.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 30.3 In the event of failure on the part of the successful Bidder to sign the Contract, the Company reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

- 31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:** If it is found that a bidder/Contractor has furnished fraudulent information/ documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

**32.0 MOBILISATION ADVANCE PAYMENT:**

- 32.1 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.
- 32.2 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.

32.3 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.

**33.0 LOCAL CONDITIONS:** It is imperative for each Bidder to fully inform 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 Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves of the all aspects covering the nature of the work as stipulated in the Tender 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.

**34.0 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.

**END OF PART I**  
**&&&&&&&&&**

## **PART – 2**

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

#### **I. BID REJECTION CRITERIA (BRC)**

1.0 The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidder(s) without which the same will be considered as non-responsive and rejected.

A Bidder must accept and comply with the following clauses as given in the Tender Document in toto failing which offer shall be rejected.

- (i) Performance Guarantee Bond Clause
- (ii) Force Majeure Clause
- (iii) Tax Liabilities Clause
- (iv) Arbitration Clause
- (v) Acceptance of Jurisdiction and Applicable Law
- (vi) Liquidated damages cum penalty clause
- (vii) Safety and Labour Law
- (viii) Termination Clause
- (ix) Bid Security Clause
- (x) Guarantee of work clause

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

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

E Bid Security shall be uploaded as a part of the Bid in the “Technical RFX Response” of OIL’s E-portal. The original Bid Security shall be submitted by bidder to the office of Executive Director (KGB&BEP), KAKINADA, India in a sealed envelope and must reach office of the Executive Director, Kakinada before the Bid Opening date and Time. The amount of Bid Security shall be as specified in the Bid Document. Any Bid not accompanied by a proper Bid Security will be rejected.

#### **II. BID EVALUATION CRITERIA (BEC)**

**2.0 The bidder must meet the following evaluation criteria failing which the offer shall be rejected:**

##### **TECHNICAL**

**A.** The bidder must have experience of executing "similar nature" of job(s) of following magnitude in PSUs/ Central Govt./ State Govt./ State Govt. Enterprises/ Upstream Oil Companies during the last 7 years reckoned from the original bid closing date of this tender:

One single contract of minimum value of **Rs. 19,25,000.00**

**Note:** (i) "Similar Nature" job(s) mentioned above means “Pre-Drilling Environmental Impact Assessment (EIA) study and Environment Management Plan (EMP) for obtaining environmental clearance (EC) from Ministry of Environment & Forest (MoE&F), Govt. of India to carry out exploratory drilling and testing of hydrocarbons”.

(ii) Documentary evidence viz. (i) copy of contract/work order (ii) Completion certificate/Performance Report issued by Client or Payment Certificate or proof of release of Performance Security etc. must be submitted alongwith the Bid towards meeting experience criteria as above.

- B. Bidder must have "Certificate of Accreditation" issued by the QCI/NABET to the environmental consultancy services and copy of the same to be submitted along with the bid documents.
- C. The bidder involved in the preparation of EIA/EMP report after accreditation with Quality Council of India (QCI)/National Accreditation Board of Education and Training (NABET) would need to provide the status of approvals etc. for other organizations/Laboratories who will provide the data. In this regard, circular no. J-11013/77/2004 -IA II (I) dated 2nd December, 2009 and 30th September, 2011 on the Ministry's website <http://www.moef.nic.in> may be referred.
- D. Bidder shall submit names of their proposed core team members with Designation/Qualification/Area of expertise etc. without which bid will be treated as incomplete and rejected.

## **FINANCIAL**

- E. The annual turnover of bidder in any of the last three financial/ accounting years (to be considered from original bid closing date of tender) shall be minimum Rs.19.25 Lakhs. Documents required towards proof of Financial turnover of bidder– (1) Audited balance sheets / profit and loss accounts etc. for the past three (3) years or (2) Certificate from a practicing Chartered Accountant/ Cost accountant certifying the Average Annual turnover with Membership No. and Firm Registration No.
  - F. Net worth of bidder shall be positive for preceding financial/accounting year.
- 3.0 **Price Evaluation Criteria:** The bids conforming to the technical specifications, terms and conditions stipulated in the bidding documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:
- 3.1 The Acceptable Bids will be evaluated and compared using the rates quoted in the PRICE BID FORMAT (Section III in Part 3) on the following basis and lowest evaluated bid shall be considered for award of Contract:
- (i) For the purpose of bid evaluation, the estimated quantities against each item will be multiplied by the rates quoted by the bidders and the total amount against each item will be added to evaluate the total estimated value of the contract to determine the lowest bid for that category.

## **END OF PART – 2**

## **PART -3**

### **SECTION-I**

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

**1.0** **DEFINITIONS:** In the contract, the following terms shall be interpreted as respectively assigned below:

- (a) **"The Contract"** means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means the price payable to Contractor under the contract for full and proper performance of its contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described under Scope of Work/Terms of Reference/Technical Specifications in **SECTION-II in PART-3**.
- (d) **"Company"** or **"OIL"** means Oil India Limited;
- (e) **"Contractor"** means the party performing the work under this Contract.
- (f) **"Contractor's Personnel"** mean the personnel to be engaged by the Contractor (including their sub contractor's personnel) to provide services as per the contract.
- (g) **"Contractor's items"** means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed herein under Scope of Work/Terms of Reference/Technical Specifications;
- (h) **"Company's Personnel"** mean the personnel to be engaged by OIL or OIL's contractor (other than the Contractor executing this Contract). The Company representatives of OIL are also included in the Company's personnel.
- (i) **"Company's items"** means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract;
- (j) **"Services"** means the work specified in **SECTION-II, PART-3** and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- (k) **"Specification"** means the description of the Equipment and/or Services set out in **SECTION-II, PART-3**.
- (l) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (m) **"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."
- (n) **"Affiliate"** means any Person which Controls, or is Controlled by, or under common Control with a Party; "Control" in this context means ownership of more than fifty percent (50%) of the shares of a Person and/or the right to appoint majority directors on Board by contract or otherwise;
- (o) **"Co-venturers"** shall mean any co-venturers with the Company from time to time having an interest in either the PSC and/or a Joint and/or associated agreements for the purposes of exploration and production in Operating Agreement the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.



**2.0 EFFECTIVE DATE, COMMENCEMENT AND DURATION OF CONTRACT:**

**2.1 EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that pursuant to acceptance of its bid by Company, the contract has been awarded on them as per terms, conditions & rates agreed between the parties.

**2.2 MOBILISATION TIME & COMMENCEMENT OF WORK:** Contractor shall commence assignment of their manpower for Work immediately on receipt of Company's LOA and complete mobilization of service within maximum thirty(30) days of LOA date. Considering the urgency for this Service, early mobilization will be preferred. The date on which the mobilisation in all respects completed and services under this Contract commenced will be treated as the commencement date of Contract.

**2.3 DURATION OF CONTRACT:** The Contract shall be valid for an initial period of 6 months from the date Commencement of service, which may be extended upto a further period of 6 months depending on the requirement at the sole discretion of the Company on same rates, terms & conditions.

**3.0 LIQUIDATED DAMAGES:** Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of estimated Contract value per week or part thereof for delay subject to maximum of 7.5% of contract value. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of commencement of Contract. If the Contractor fails to mobilise within 15 weeks after the stipulated date or, any extended date as agreed by the Company, then the Company reserves the right to cancel the Contract without any compensation whatsoever. The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

**4.0 GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

**4.1** Perform the work described in the Scope of Work/Terms of Reference (SECTION-II in PART-3) in most economic and cost effective manner, but with highest degree of professionalism.

**4.2** Perform all 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.

**4.3** Contractor shall be deemed to have satisfied himself before submitting his 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.

**4.4** Contractor will provide all necessary supervision throughout the period of this contract and as long thereafter as Company may consider necessary for proper fulfilling of Contractual obligations under the contract.

**4.5** Contractor shall strictly adhere to all applicable statutory norms and guidelines issued by the various Government agencies.

**5.0 GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:

**5.1** Pay Contractor in accordance with terms and conditions of the contract.

5.2 Allow Contractor and his personnel access, if envisaged, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

5.3 Perform all other obligations required of Company by the terms of the contract.

**6.0 PERSONNEL TO BE ENGAGED BY CONTRACTOR:**

6.1 Contractor warrants that they will provide eligible/suitable personnel who are competent, qualified and sufficiently experienced to perform the Work correctly and efficiently. Contractor shall ensure that all their personnel will observe all applicable statutory rules/regulations and safety requirements while performing the work under the contract in addition to the directives/ guidance issued by Company, if any, from time to time.

6.2 Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

6.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Kakinada/ field site, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard. In the event of emergency at a drilling site requiring hospital treatment of Contractor's personnel, Company shall secure transportation of said personnel to the nearest hospital, provided that Company shall bear no responsibility.

6.4 Contractor's key personnel shall be proficient enough in English language (both writing and speaking).

**7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information: (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company; or (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

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

7.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, subcontractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

7.5 However, the above obligation shall not extend to information which: i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ; ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public; iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company; iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company; v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company.

**8.0 TAXES, DUTIES & STATUTORY LEVIES:**

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

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed by them for execution of this contract.

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

8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

8.7 All local taxes (including state Entry Tax), levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor shall be borne by the Contractor. Sales Tax/Work Contracts Tax (including VAT) levied, if any, on hiring/personnel/other charges received by the Contractor, under this Agreement shall be to Contractor's account.

8.8 **SERVICE TAX:** Service Tax as applicable on payment under this contract shall be on Company's account. The Service tax amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the Service Tax Act.

**9.0 INSURANCE:**

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract at their cost.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain all such insurance coverage.

9.3 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

**10.0 CHANGES:**

10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed.

Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

10.1 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section-III, PART-3). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13.0 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

**11.0 FORCE MAJEURE:**

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

11.3 Should "Force Majeure" condition as stated above occur and should the same be notified within seventy two (72) hours after its occurrence, either party will have the right to terminate the contract if such "Force Majeure" condition continues beyond thirty (30) consecutive days with prior written notice. Should neither party decide to terminate the contract even under such condition, no payment would apply for such loss of time unless otherwise agreed to. However, the time for performance of the relative obligation so suspended on account of "Force Majeure" shall then stand extended by the period for which such cause lasts.

**12.0 TERMINATION:**

11.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or the extension period, if exercised by Company under the provision of the Contract.

11.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Clause 11.0 above.

11.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor at any time during the term of this Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate this Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

11.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is, not as per the scope of the work as specified in the contract, the Company shall notify the Contractor in writing and specify in details the cause. The Company shall have the option to terminate this Contract by giving fifteen (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.

11.5 **TERMINATION DUE TO NON-AVAILABILITY OF EQUIPMENT/PERSONNEL:** If at any time during the term of this Contract, breakdown of Contractor's equipment/tools or non-availability of personnel results in Contractor being unable to perform their obligations under the contract for a period of 15 (fifteen)

successive days, Company at its option, may terminate this Contract entirely without serving any notice to Contractor.

- 12.6 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving thirty (30) days written notice to the Contractor due to any other reason not covered under the above clause from Clause 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.
- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 12.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 12.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

### 13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

#### 13.1 **Arbitration (Applicable for suppliers / contractors other than PSU) :**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder :

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of arbitrators and the appointing authority will be as under :

| Claim amount (excluding claim for interest and counter claim, if any) | Number of Arbitrator | Appointing Authority   |
|---|----------------------|--|
| Upto Rs. 5 Crore  | Sole Arbitrator      | OIL  |
| Above Rs. 5 Crore   | 3 Arbitrators        | One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators |

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

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same ; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under :

| Amount of Claims and counter claims (excluding interest) | Period for making and publishing of the award (counted from the date of first meeting of the Arbitrators) |
|--|---|
| Upto Rs. 5 Crore   | Within 8 months   |
| Above Rs. 5 Crore  | Within 12 months  |

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator 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, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

### **13.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise) :**

In the event of any dispute or difference relating to, arising from or connected with the CONTRACT, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Kakinada, Andhra Pradesh. The award made in pursuance thereof shall be binding on the parties.

**14.0 NOTICES:**

- 14.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or Fax and confirmed in writing to the applicable address specified below:

**COMPANY**

**CONTRACTOR**

EXECUTIVE DIRECTOR

.....

Door No. 11-4-7, Nookalamma Temple Street

Ramaraopeta, Kakinada- 533004

Email- [kgbasin@oilindia.in](mailto:kgbasin@oilindia.in)

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

- 15.0 SUBCONTRACTING:** Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

**16.0 MISCELLANEOUS PROVISIONS:**

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

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

- 16.3 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have the same minimum experience and qualification, which will be again subject to approval by the Company.

**17.0 WARRANTY AND REMEDY OF DEFECTS:**

- 17.1 Contractor warrants that they shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology 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.

- 17.2 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.

**18.0 PERFORMANCE SECURITY:**

- 18.1 The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 10% of estimated Contract Price) with validity of 3(three) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended

by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

**19.0 ASSOCIATION OF COMPANY'S PERSONNEL:** Company's HSE Officer will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed companies in the petroleum industry.

**20.0 LIABILITY:**

20.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their contractor 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, contractor and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

20.2 Neither Company nor its servants, agents, nominees, assignees, contractor, 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 Contractor 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, contractor 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.

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

20.4 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 contractor, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

20.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractor 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 (except gross negligence) of Contractor and/or its servants, agents, nominees, assignees, contractor 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.

20.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence (except gross negligence) of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

20.7 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 contractor, sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

20.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees,



assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

## **21.0 LIMITATION OF LIABILITY**

Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or criminal acts, (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs. (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights. (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

## **22.0 INDEMNITY AGREEMENT:**

22.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/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.

22.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/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.

**23.0 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.

## **24.0 PAYMENT & INVOICING PROCEDURE:**

24.1 Company shall pay to Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with the provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

24.2 Contractor will submit three (3) sets of all invoices to Company at the end of each calendar month for processing of payment towards the jobs carried out. Contract No., Service Tax Registration No., PAN Card No. and Bank Particulars must be duly incorporated in the invoice(s) for smooth transactions.

24.3 All payments due by Company to Contractor shall be made at Contractor's designated bank, preferably in e-payment/electronic transfer mode. Bank charges, if applicable any, shall be to Contractor's account.

24.4 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.

24.5 The Company shall within 30 days of receipt of the invoice notify 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. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged above.

- 24.6 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 respect of any other billing, the payment of which may then or thereafter be due.
- 24.7 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto 2 (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. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.
- 24.8 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).

**25.0 WITHHOLDING:** Company may withhold 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 :-

- a) For non-completion of jobs assigned as per Section-II, PART-3.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary materials, debris, tools, or machinery from the field site.
- g) Damage to another contractor's man and materials working for the Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with -hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/ indirectly related to some negligent act or omission on the part of Contractor.

**26.0 APPLICABLE LAW:**

- 26.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Kakinada.
- 26.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:
- a) The Mines Act 1952 - as applicable to safety and employment conditions.
  - b) The Minimum Wages Act, 1948.
  - c) The Oil Mines Regulations, 1984 or latest version.
  - d) The Workmen's Compensation Act, 1923.
  - e) The Payment of Wages Act, 1963.
  - f) The Payment of Bonus Act, 1965.
  - g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
  - h) The Employees' Pension Scheme, 1995.
  - i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
  - j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
  - k) Service Tax Act.
  - l) Customs & Excise Act & Rules
  - m) Andhra Pradesh Entry Tax Act, 2001
  - n) OISD guidelines & procedures
  - o) DGMS Guidelines/Notifications.
  - p) Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010
  - q) The Environmental Protection Act, 1986
  - r) The water (Prevention and control of pollution) act, 1974,
  - s) The Air (prevention and control of pollution) Act, 1981
  - t) All notifications released by MoEF time to time

**27.0 RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements, tests and QC measures made in connection with the said work. The Contractor shall not, without Company's written consent allow any third person(s) access to the said records, or give out to any third person information in connection therewith.

**28.0 SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/ Contractor shall reimburse the Contractor/pay Company for such additional / reduced costs actually incurred/ saved by Contractor, subject to the submission of documentary evidence by Contractor/ Company.

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

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

**END OF SECTION – I**

## SECTION - II

### SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATION

#### 1.0 INTRODUCTION:

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

#### 2.0 BASIC INFORMATION OF THE AREA AND LOGISTICS:

##### COMMUNICATION TO THE BLOCK:

##### BLOCK AREA

The Work is to be performed in Eastern India herein after referred to as the Contract Area in accordance with the drilling program.

The Block KG-ONN-2004/1 of 353 SqKm area has been awarded by the Ministry of Petroleum & Natural Gas (MOP&NG), Govt. of India, under its New Exploration Licensing Policy (NELP) round VI, to the consortium of Oil India Limited (OIL), A Govt. of India Enterprise (with 90% stake as the Operator) & GeoGlobal Resources (GGR: Barbados) with 10% stake as the partner for the Block, for carrying out extensive & expeditious exploration for Petroleum & Natural Gas in the region. This 353 SqKm comprises of 315 Sq Km on land area in the district of East Godavari, Andhra Pradesh (AP) and that of 38 Sq.Kms. in the district of Yanam, Puducherry (UT).

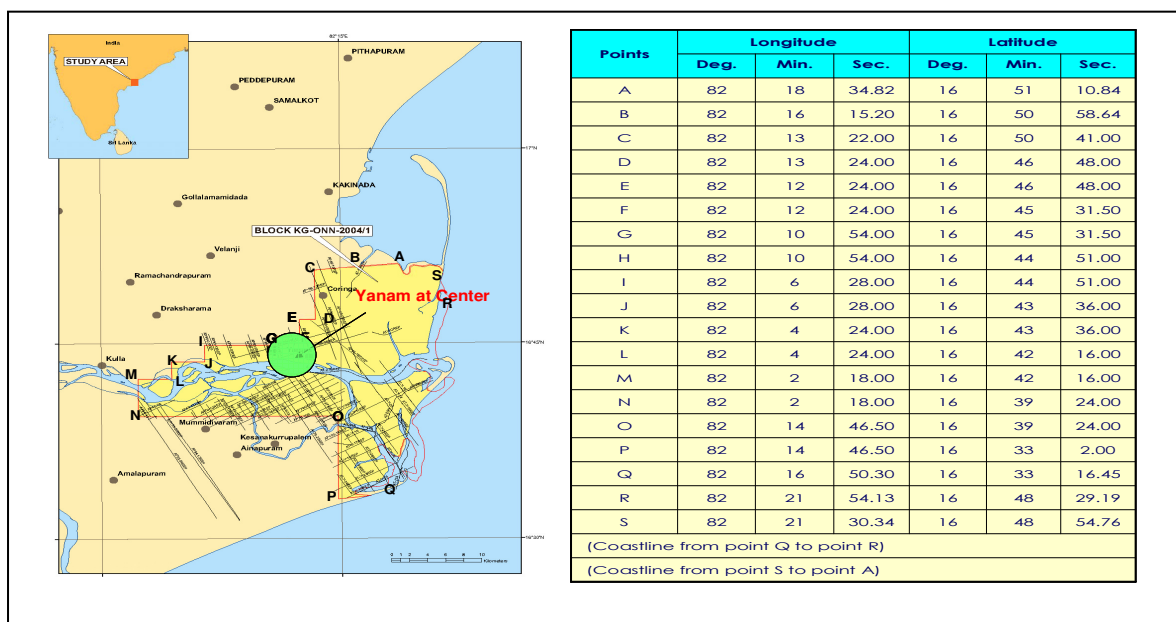


Figure-

1a: The location of the Block KG-ONN-2004/1 in KG basin

### **3.0 COMMUNICATION TO THE BLOCK:**

The communication to the Block KG-ONN-2004/1 is available through air, water, rail & road as given below:

1. Nearest Airport :  
Vizag : 180 Km  
Rajahmundry : 70 Km
2. Nearest Sea Port  
Kakinada : 15 Km
3. Nearest Railway Junction  
Samalkot : 20 Km  
Kakinada : 05 Km
4. National Highway: : NH-5

### **3.1 PROCESS DETAILS OF THE PROJECT:**

In order to achieve the committed work program, it has been planned to drill exploratory oil/gas wells ranging from 3000m to 5000m+ in depth within the block. The wells are drilled by deploying 2 Nos. drilling rigs simultaneously at different locations and each well is expected to take about 4-5 months' time to complete. The explorations operations are likely to continue until 1<sup>st</sup> quarter of 2018.

### **3.2 BROAD OBJECTIVE:**

In connection with aforesaid drilling operations in the NELP-VII Block: KG-ONN-2004/1 which spreads over the districts of East Godavari & Yanam (Puducherry (UT)), **OIL intends to hire the services of competent firms for pre-drill EIA (Environment Impact Assessment) study and EMP (Environment Management Plan) for a period of 6 months. The services required have been described in details below.**

## **4.0 SCOPE OF WORK:**

### **OBJECTIVES OF THE EIA STUDY**

The main objectives of the EIA study will be as follows:

- a. To assess the existing status of land, air noise, water and natural (biological-ecological) environment and socio-economic component of environment including parameters of human interest at the project site (Baseline survey).
- b. To evaluate significant qualitative and quantitative impact of the proposed project on the major environmental components.
- c. To prepare an Environmental Impact Statement based on predictions, identification and evaluation of the impacts of the proposed project.
- d. To prepare an Environmental Management Plan (EMP) outlining preventive and control strategies for minimizing adverse impact on environment due to the proposed project including formulation of an Environmental Monitoring Plan during construction and operation phase of the project.

### **Terms of Reference (TOR)**

The following Terms of Reference (TOR) as prescribed by Expert Appraisal Committee (Industry) of MoEF&CC shall be considered for the preparation of EIA/EMP report for the exploratory drilling and Testing of Hydrocarbons (Onshore 18 wells (in approx..300 sq.km area)) in Block KG-ONN-2004/1, in KG Basin project of Andhra Pradesh, in addition to all the relevant information as per the 'General Structure of EIA' given in Appendix III and IIIA in the EIA notification, 2006. Public Hearing exempted from EIA/EMP study under the clause 7 (ii) EIA notification 2006. EIA-EMP report needs to be prepared in the form of tabular chart with financial budget and schedule of implementation.

1. Executive summary of project.
2. Project description, project objectives and project benefits.
3. Site details within 1 km of the each proposed well, any habitation, any other installation/activity, flora and fauna, approachability to site, other activities including agriculture/land, satellite imagery for 10 km area. All the geological details shall be mentioned in the Topo sheet of 1,50,000 scale, superimposing the well locations and other structures of the projects.
4. Details of forest land involved in the proposed project. A copy of forest clearance letter, if applicable.
5. Distance from nearby critically/severely polluted area as per Notification, if applicable. Status of moratorium imposed on the area.
6. Does proposal involves rehabilitation and resettlement? If yes, details thereof.
7. Details of project cost.
8. Environmental considerations in the selection of the drilling locations for which environmental clearance is being sought. Present any analysis suggested for minimizing the foot print giving details of drilling and development options considered.
9. Baseline data collection for air, water and soil for one season leaving the monsoon season in an area of 10 km radius with centre of Oil Field as its centre covering the area of all proposed drilling wells.
10. Topography of the project site.
11. Action plan for ambient air quality parameters as per NAAQES Standard for PM<sub>10</sub>, PM<sub>2.5</sub>, SO<sub>2</sub> and NO<sub>x</sub> and Benzene, etc as per GSR 826(E) dated 16th November, 2009.
12. Details of Ambient Air Quality monitoring at 8 locations for PM<sub>10</sub>, SO<sub>2</sub>, NO<sub>x</sub>, VOCs, Methane and non-methane HC.
13. Soil sample analysis (physical and chemical properties) at the areas located at 5 locations.
14. Ground and surface water quality in the vicinity of the proposed wells site.
15. Climatology and Meteorology including wind speed, wind direction, temperature rainfall relative humidity etc.
16. Measurement of Noise levels within 1 km radius of the proposed wells.
17. Vegetation and land use; flora/fauna in the study area with details of endangered species, if any.
18. Incremental GLC as a result of DG set operation.
19. Potential environmental impact envisages during various stages of project activities such as site activation, development, operation/maintenance and decommissioning.

20. Actual source of water and 'Permission' for the drawl of water from the Competent Authority. Detailed water balance, wastewater generation and discharge.
21. Noise abatement measures and measures to minimize disturbance due to light and visual intrusions in case coastally located.
22. Treatment and disposal of waste water.
23. Treatment and disposal of solid waste generation.
24. Disposal of spent oil and lube.
25. Storage of chemicals and diesel at site.
26. Commitment of the use of WBM only.
27. Mud make up and mud and cutting disposal - all options considered shall be listed with selective option.
28. Hazardous material usage, storage accounting and disposal.
29. Disposal of packaging waste from site.
30. Oil spill emergency plans in respect of recovery/reclamation.
31. H<sub>2</sub>S emissions control.
32. Produced oil handling and storage.
33. Details of scheme for oil collection system along with process flow diagram and its capacity.
34. Details of control of air, water and noise pollution in oil collection system.
35. Disposal of produced/formation water.
36. Whether any burn pits being utilized for well test operations.
37. Restoration and decommissioning plans which shall include mud pits and wastage restoration also and documentation and monitoring of site recovery.
38. Measures to protect ground water and shallow aquifers from contamination.
39. Risk assessment and disaster management plan for independent reviews of well designed construction etc. for prevention of blow out.
40. Environmental management plan.
41. Documentary proof of membership of common disposal facilities, if any.
42. Details of environmental and safety related documentation within the company including documentation and proposed occupation health and safety Surveillance Safety Programme for all personnel at site. This shall also include monitoring programme for the environmental.
43. Total capital and recurring cost for environmental control measures.
44. A copy of Corporate Environment Policy of the company as per the Ministry's

45. Any litigation pending against the project and or any direction/order passed by any court of law against the project. If so details thereof.
46. A tabular chart with index for point-wise compliance of above TORs.
47. Expansion/modernization proposals :
  - i) Copy of all the Environmental Clearance(s) including Amendments thereto obtained for the project from MOEF/SEIAA shall be attached as Annexure. A certified copy of the latest Monitoring Report of the Regional Office of the Ministry of Environment and Forests as per circular dated 30th May, 2012 on the status of compliance of conditions stipulated in all the existing environmental clearances including Amendments should be provided. In addition, status of compliance of Consent to Operate for the ongoing existing operation of the project from SPCB shall be attached with the EIA-EMP report.
  - ii) In case the existing project has not obtained environmental clearance, reasons for not taking EC under the provisions of the EIA Notification 1994 and/or EIA Notification 2006 shall be provided. Copies of Consent to Establish/No Objection Certificate and Consent to Operate (in case of units operating prior to EIA Notification 2006, CTE and CTO of FY 2005-2006) obtained from the SPCB shall be submitted. Further, compliance report to the conditions of consent from the SPCB shall be submitted.
48. CRZ clearance/recommendation from State Coastal Zone Management Authority, if applicable.
49. Approval of the State Forest Department regarding the impact of the proposed project on the surrounding National Park/Wild life Sanctuary/Reserve Forest/Eco sensitive area, if any. Approval obtained from the State/Central Government under Forest (Conservation Act, 1980 for the forestland shall be submitted.
50. The TORs prescribed shall be valid for a period of two years for submission of the EIA-EMP reports along with Public Hearing Proceedings (wherever stipulated).

**I. The following general points shall be noted:**

- (i) All documents shall be properly indexed, page numbered.
- (ii) Period/date of data collection shall be clearly indicated.
- (iii) Authenticated English translation of all material provided in Regional languages.
- (iv) The letter/application for EC shall quote the MOEF file No. and also attach a copy of the letter.
- (v) A copy of the letter received from the Ministry shall be also attached as an annexure to the final EIA-EMP Report.
- (vi) The final EIA-EMP report submitted to the Ministry must incorporate the issues in this letter. The index of the final EIA-EMP report must indicate the specific chapter and page no. of the EIA-EMP Report where the above issues have been incorporated.
- (vii) While preparing the EIA report, the instructions for the proponents and instructions for the consultants issued by MoEF vide O.M. No. J-11013/41/2006-IA.II (I) dated 4th August, 2009, which are available on the website of this Ministry shall also be followed.
- (viii) The consultants involved in the preparation of EIA/EMP report after accreditation with Quality Council of India (QCI)/National Accreditation Board of Education and Training (NABET)) would need to include a certificate in this regard in the EIA/EMP reports prepared by them and data provided by other organization/Laboratories including their status of approvals etc. In this regard, circular no. J-11013/77/2004 -IA II (I) dated 2nd December, 2009 and 30th September, 2011 on the Ministry's website <http://www.moef.nic.in> may be referred.



(ix) Status of approval of Accreditation with Quality Council of India / National Accreditation Board of Education and Training (QCI/NABET) as per circular no.J-11013/77/2004-IA II(I) dated 30th September,2010 available on the Ministry's website <http://www.moef.nic.in>.

(x) 'Certificate of Accreditation' issued by the QCI to the environmental consultant shall be included.

**Note:**

1. For EIA study only one season data other than monsoon are to be used.
2. For EIA, seasonal flood survey does not come under the same. However measures to mitigate high flood problems will form a part of the Environment Management Plan (EMP) in the EIA study for the project site.

**II. The EIA Project:**

The successful bidder will carry out the EIA/EMP study in 300 sq.km. area in accordance with the above broad Scope/TOR and will meet all the requirements under the relevant guidelines of the Ministry of Environment & Forests, Government of India and the Central Pollution Control Board.

**III. Execution of Contract :**

The contract will be executed with the following time schedule for the activities:

1. Mobilization of work force including selection and finalization of monitoring stations in consultation with the Project proponent Within 30 days of the receipt of the Work Order

2. **Duration of data collection and field work:** 3 (three) months

3. (a) **Submission of Draft EIA Report** {Five Hard Copies and Five Soft Copies (CD)}: Within 30 days of completion of data collection.

- (b) **Submission of Final EIA Report** {15 Hard Copies and 15 Soft Copies (CD)}: Within 15 days of the receipt of comments from the Project proponent.

4. **COMMENCEMENT DATE:** The commencement date is the date when mobilization is completed as defined in Clause No. 1. above.

5. **DURATION OF THE CONTRACT:** The normal period of contract is 6(six) months unless extended at the same rate, terms and conditions of contract.

6. **AREA OF OPERATION:** Exploratory Land Drilling and Testing of Hydrocarbons (Onshore 18 wells) in NELP Block KG-ONN-2004/1 in East Godavari District of Andhra Pradesh.

- a) All equipment required for monitoring will be supplied and maintained by successful bidder along with all chemicals and consumables for field and lab analysis.

- b) Power connection at the sites for monitoring equipment, if needed will be arranged by the successful bidder. During base line survey the Project Proponent/Company is not liable at all to supply power connection to the bidder's monitoring equipment, security, transportation, accommodation or acquire necessary permission for the successful bidder. However, the Project Proponent/Company will be in position to provide power connection, security and accommodation for one person when a monitoring station is set up at the drill site after the commencement of drilling operation.

- c) All expenses in transportation of equipment and personnel including accommodation and food will be borne by the successful bidder.

**END OF SECTION II**

### SECTION III

#### SCHEDULE OF RATES AND SCHEDULE OF PAYMENT

**1.0 SCHEDULE OF RATES:** The bidders are required to quote their all-inclusive rates/charges in the following format. Rates/amounts quoted should be inclusive of all applicable taxes and duties excepting Service tax which will be extra to OIL's account as applicable.

| Service Line No.                     | Description of Work  | Unit in Words | Quantity | Rate per Unit (INR) (Figures & Words) | Amount (INR) = Rate x Quantity |
|--------------------------------------|--|---------------|----------|---------------------------------------|--------------------------------|
| 10                                   | Mobilization of work force including selection and finalization of monitoring stations in consultation with the Project proponent within 30 days of the receipt of the Work Order. | Activity unit | 1.000    |                                       |                                |
| 20                                   | Complete all data collection within 03 months from the end of mobilization and setting up stations period.   | Activity unit | 1.000    |                                       |                                |
| 30                                   | Submission of Draft EIA Report {Five Hard Copies and Five Soft Copies (CD)} within 30 days of completion of data collection.   | Activity unit | 1.000    |                                       |                                |
| 40                                   | Submission of Final EIA Report {15 Hard Copies and 15 Soft Copies (CD)} within 15 days of the receipt of comments from the Project proponent.                                      | Activity unit | 1.000    |                                       |                                |
| 50                                   | Acceptance of the Final Report by OIL  | Activity unit | 1.000    |                                       |                                |
| Total Amount or Contract price (Rs): |  |               |          |                                       |                                |

Note :- Bidder must include all liabilities including statutory liabilities in their quoted rates but excluding Service Tax. **Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.**

## **2.0 TERMS OF PAYMENT:**

The Contracted price will be payable under the following conditions.

|  |                       |
|--|-----------------------|
| <b>EIA (One season)</b>  |                       |
| <b>1.After Mobilization and setting up of monitoring stations</b>                  | 20% of Contract Price |
| <b>2. After completion of collection of all primary and secondary data for EIA</b> | 20% of Contract Price |
| <b>3. After submission of Draft EIA/EMP Report</b>                                 | 20% of Contract Price |
| <b>4 After submission of Final EIA/EMP report</b>                                  | 20% of Contract Price |
| <b>5 After acceptance of the Report by the Project Proponent/Company</b>           | 20% of Contract Price |

### **Note:**

- i) The successful bidder of the EIA Project will not be responsible for various charges/fees to be paid to Pollution Control Board for NOC etc and expenses to be incurred in Public Hearing, if any. However, the successful bidder will extend full cooperation during the organizing of Public Hearing, if any, and with all the presentations wherever necessary {MoEF, Public Hearing etc. (Irrespective of Contract Period)} and will send representatives for the same at their own cost, if necessary.
- ii) The successful bidder shall include the translated version (to the local languages) of the EXECUTIVE SUMMARY of the report in all CDs.

**END OF SECTION III**

**END OF PART-3**

**PART-4**

PROFORMA-A

To

Oil India Limited  
KG Basin Project, Kakinada

SUB: SAFETY MEASURES

Tender No :

Description of work/service :

PRE DRILL EIA (ENVIRONMENTIMPACT ASSESMENT)STUDY AND EMP (ENVIRONMENT MANAGEMENT PLAN)FOR NELL BLOCK KG-ONN-2004/1 IN EAST GODAVARI DISTRICT OF ANDHRA PRADESH.

Sir,

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

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

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

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

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

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

(Seal)

Yours Faithfully

Date\_\_\_\_\_

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

**BID FORM**

**To  
Oil India Limited,  
Kakinada - 533004  
Andhra Pradesh, India**

Sub: Tender No. : \_\_\_\_\_

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within ( ) days calculated from the date of award of Contract.

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

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

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 \_\_\_\_\_ 2017.

**To be digitally signed by Bidder's Authorized signatory**

**CERTIFICATE OF COMPLIANCE WITH RESPECT TO BRC**

We \_\_\_\_\_(Name of the bidder) hereby confirm that all the conditions given in the Bid Rejection Criteria(BRC) of the Bid document of Tender No. ----- are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer in this respect. It is also confirmed that the supporting documents with regard to Eligibility Criteria of the bidder, laid down in the Bid Document are duly submitted in the Bid.

**To be digitally signed by Bidder's Authorised signatory**

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

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

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

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

**To be digitally signed by Bidder's Authorized signatory**

**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 Techno-commercial bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

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

**OIL INDIA LIMITED  
KAKINADA-533004,  
ANDHRA PRADESH, INDIA**

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Kakinada, India (hereinafter called the Company)'s tender No.: \_\_\_\_\_. KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of ( \* ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\*\*.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws / modifies their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
  - (a) Fails or refuses to execute the form of Contract in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;
- (3) If the Bidder furnishes fraudulent document/information in their bid.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

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

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

Date: ..... Place: \_\_\_\_\_

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

\*\* Date of expiry of Bank Guarantee shall be minimum 30 days after the end of the validity period of the Bid.



**FORM OF PERFORMANCE BANK GUARANTEE**

**OIL INDIA LIMITED  
KAKINADA-533004,  
ANDHRA PRADESH, INDIA**

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

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

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

We also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the 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 operative against the Bank.

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

This guarantee is valid until the date \_\_\_\_\_ (calculated at 3 months after Contract completion date).

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Date..... Place \_\_\_\_\_

**CONTRACT 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 and Project Office at Nookalamma Temple Street, Kakinada, Andhra Pradesh 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 Tender No. ----- . All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/Contract. However, should there be any dispute arising out of interpretation of this Contract in regard to the terms and conditions with those mentioned in Company's Bid Document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the Contract shall be authorized solely by an amendment to the Contract executed in the same manner as this Contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
  - (a) Section-I indicating the General Conditions of Contract;
  - (b) Section-II indicating the Scope of work/ Terms of Reference/Technical Specifications;
  - (c) Section-III indicating the Schedule of Rates and Schedule of Payment.
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 ----- 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:  
Status:

Name:  
Status:

In presence of

In presence of

- 1.
- 2.

- 1.
- 2.

**PROFORMA LETTER OF AUTHORITY**

TO

Executive Director (KGB&BEP),  
OIL INDIA LIMITED,  
D.No.11-4-7;3<sup>RD</sup> FLOOR  
NOKALAMMA TEMPLE STREET  
RAMARAOPET, KAKINADA-533004  
Andhra Pradesh, India

Sir,

Sub: OIL's Tender No. -----

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

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

Yours Faithfully,

Signature: \_\_\_\_\_  
Name & Designation: \_\_\_\_\_  
For & on behalf of: \_\_\_\_\_

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

**AUTHORISATION FOR ATTENDING BID OPENING**

TO

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

Executive Director (KGB&BEP),  
OIL INDIA LIMITED,  
D.NO.11-4-7;3RD FLOOR  
NOKALAMMA TEMPLE STREET  
RAMARAOPET, KAKINADA-533004  
Andhra Pradesh, India

Sir,

**Sub : OIL's Tender No. -----**

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

**END OF PART 4**