



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

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

FORWARDING LETTER

(DOMESTIC COMPETITIVE BIDDING)

M/s. _____

INVITATION FOR BID (IFB) NO: CEI3509P17

Description: Hiring of Multi-Purpose Fire Tender Services with crew for Drilling & Testing of Exploratory Wells in KG Basin, Andhra Pradesh, India.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. In connection with its operations, OIL invites Competitive Bids from experienced domestic Contractors 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. Tender portal (CPPP). 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.	CEI3509P17
(ii)	Type of Tender	Single Stage-Two Bid
(iii)	Bid Closing Date & Time	As per online tender
(iv)	Techno-commercial Bid Opening Date & Time	As per online tender
(v)	Priced Bid Opening Date	Will be intimated to the eligible bidder(s)

		nearer the time
(vi)	Bid Submission Mode	Bid should be uploaded in OIL's E-Procurement portal
(vii)	Bid Opening Place	OFFICE OF THE EXECUTIVE DIRECTOR (KGB&BEP), OIL INDIA LIMITED D.NO.11-4-7; 3RD FLOOR NOKALAMMA TEMPLE STREET RAMARAOPET,KAKINADA-533004 ANDHRA PRADESH, INDIA
(viii)	Bid Validity	120 (one hundred twenty) days from bid closing date
(ix)	Mobilization Time	Within 30 days from date of mobilization notice issued by the Company.
(x)	Bid Security Amount	INR 3,65,240.00
(xi)	Bid Security Validity	150 days from bid closing date
(xii)	Amount of Performance Guarantee	10 % of estimated annualized Contract value
(xiii)	Validity of Performance Security	3 (three) months beyond the date of completion of Contract
(xiv)	Duration of the Contract	For a period of 2 (two) years with provision for extension by 1 year at OIL's option at same rates, terms and conditions.
(xv)	Quantum of Liquidated Damage for Default in Timely Mobilization	1/2 % of estimated total Contract value for delay per week or part thereof subject to maximum of 7.5%
(xvi)	Bids to be addressed to	Executive Director (KGB&BEP), OIL INDIA LIMITED D.NO.11-4-7;3RD FLOOR NOKALAMMA TEMPLE STREET RAMARAOPET, KAKINADA-533004 ANDHRA PRADESH, INDIA

2.0 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. **“CEI3509P17”** 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.

Bidder shall require User ID and Password for online submission of Bid. Vendors having user ID & password can purchase bid documents on-line through OIL's electronic Payment Gateway.

New Vendors who do not have User ID & password shall request OIL for the issue of the same well in advance and OIL will take up to 5 working days to issue the same. Therefore bidder should not delay in making request till the last moment in their own interest. In case of delay because of late request by the bidders, OIL shall not be responsible for non-submission of Bid in absence of user ID and Password. Alternatively, User ID and Password may be generated online by the bidders by using the link for supplier enlistment given in OIL's e-tender portal and can purchase bid documents subsequently in the similar manner.

EXEMPTION OF TENDER FEE:

If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder are registered [or they intend to quote against OIL tenders] with any of the aforesaid agencies.

The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

Application for exemption of Tender Fee must reach the office of Executive Director (KGB&BEP) , KGB Project, Oil India Limited, 11-4-7, Nookalamma Temple Street, Ramaraopeta, Kakinada – 533004 within the bid selling period

3.0 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 **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.** 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 **with respect to uploading of Bid or system related problems**, bidders may contact the following officials of OIL. (a) Mr. Balen Bharali, Manager (ERP-MM) at balen_bharali@oilindia.in or Phone No: 0374 280 7171 or 09883687738 (mob). (b) Mr. Arupjyoti Changkakoti, Dy. Manager (ERP-MM) at arup_changkakoti@oilindia.in or Phone No: 0374-280 7192 or 09883687738 (mob).

For any clarification **with respect to the terms of Tender** including Scope of Works etc., Bidders may contact at kgbasin@oilindia.in .

4.0 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 Group General Manager, KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada-533004:
 - a) Original Bid Security
 - b) Power of Attorney for signing the bid.
 - c) Printed catalogue and Literature, if called for in the tender.
 - d) Any other document required to be submitted in original as per tender requirement.

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

- ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the Executive Director, KG Basin Project in presence of the authorized representatives of the bidders.
- iii) **The tender is invited under SINGLE STAGE-TWO BID SYSTEM.** The bidders shall have to submit both the "TECHNO-COMMERCIAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the techno-commercial Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid along with all technical documents related to the tender should be uploaded under "Technical RFx Response" Tab only. Bidders to note that no price/cost details should be uploaded in "Technical RFx response" Tab page. Details of Price/rates as per Price Bid Format/Price Bid can be uploaded as Attachment option under "Notes & Attachments" tab. The price/rates quoted in the "PRICE BIDDING FORMAT" only shall be considered for bid evaluation and award of contract.

5.0 Integrity Pact :

The Integrity Pact must be uploaded in OIL's E-procurement portal along with the

Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(MVVS Murty)

Dy. General Manager (C & P)
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 Tender No.
- (ii) Bid closing date and time
- (iii) Bid opening date, time and place
- (iv) Bid submission place
- (v) 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)

- (e) Terms of Reference/Technical Specification, (Section-II)

- (f) Schedule of Rates, (Section-III)

- (g) Integrity Pact Proforma, (Proforma- A)

- (h) Price Schedule Format, (Proforma-B)

- (i) Bid Form, (Proforma-C)

- (j) Certificate of Compliance with respect to BRC, (Proforma-D)

- (k) Statement of Non-Compliance (except BRC), (Proforma-E)

- (l) Bid Security Form, (Proforma-F)

- (m) Performance Security Form, (Proforma-G)

- (n) Agreement Form, (Proforma-H)

- (o) Proforma of Letter of Authority, (Proforma-I)

- (p) Authorization for Attending Bid Opening, (Proforma-J)

- (q) Bio-Data and Experience of Personnel (Proforma-K)

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

(I) TECHNO-COMMERCIAL BID shall comprise of following:

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-D
iv	Statement of Non-compliance (except BRC) as per Proforma-E 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 Techno-Commercial Bid Closing Date and time.
vi	Copy of Priced bid without indicating prices (Proforma-B)

vii	Integrity Pact digitally signed by OIL's competent personnel as Proforma-A attached to the bid document to be digitally signed by the Bidder.
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(II) PRICED BID shall comprise of the following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal:

i	Price Schedule Format, (Proforma-B)
ii	Bid Form as per Proforma-C

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 ETender 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 **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-F. Bank Guarantee/LC issued from any scheduled 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 nonjudicial 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 nonresponsive.
- 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.
- 12.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

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

13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bids shall remain **valid for 120** days from the date of opening of techno-commercial bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from techno-commercial 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 original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per **Proforma-I**) 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 stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma

(wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "Vendor User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFx Response" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. No price should be given in the "Technical RFx Response", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered.

However, the following documents 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 General Manager, KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada-533004 as indicated in the IFB:

- (i) The Original Bid Security along 1 (one) copy.
- (ii) Power of Attorney for signing of the bid digitally
- (iii) Any other document required to be submitted in original as per bid document requirement.
- (iv) Printed catalogue and literature if called for in the bid document.

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 -E 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 before the Bid Closing Date and Time failing 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 15.00 Hrs on the Bid Opening 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.
- 19.4 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 Technical 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 authorisation letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only “Technical RFx Response” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical RFx Response” Tab Page only in the E-portal.
- 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 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 Techno-commercial 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'**. Pursuant to Clause 21.0, the Company shall determine the successful techno-commercial bid(s) for Price Bid opening.

22.0 OPENING OF PRICED BIDS:

- 22.1 The Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the interested qualified bidders. Techno-commercially qualified Bidders will be intimated about

the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

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

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-G 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 bidders 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. 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 within the period specified above or any other time period specified by Company, 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 INTEGRITY PACT:

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

34.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd) and Shri Satyananda Mishra, IAS(Retd.) as Independent Monitors (IEM) for a period of 3(three) years to oversee

implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail: rajivmathur23@gmail.com

b. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India E-mail: satyanandamishra@hotmail.com

35.0 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.

36.0 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

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PART-2
BID REJECTION CRITERIA (BRC)

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

- 1.0 Bids shall be submitted under single stage two Bid systems i.e. Techno-commercial Bid and Priced Bid. Bids not conforming to this system shall be rejected outright.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.
- 3.0 Bids with shorter validity will be rejected as being non-responsive.
- 4.0 Bid Security shall be uploaded as a part of the Techno-commercial Bid in 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 Techno-commercial Bid Opening date and Time. The amount of Bid Security and its validity shall be as specified in the Bid Document. Any Bid not accompanied by a proper Bid Security will be rejected.
- 5.0 Any Bid containing false statement will be rejected.
- 6.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise the Bid will be summarily rejected.
- 7.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.
 - (i) Bid Security Clause
 - (ii) Performance Guarantee Clause
 - (iii) Force Majeure Clause
 - (iv) Tax Liabilities Clause
 - (v) Arbitration Clause
 - (vi) Acceptance of Jurisdiction and Applicable Law
 - (vii) Liquidated damage and penalty clause
 - (viii) Guarantee/Warranty clause
 - (ix) Termination Clause
 - (x) Integrity Pact
- 8.0 Conditional offers shall be rejected straightaway.

BID EVALUATION CRITERIA (BEC)

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

1.1 EXPERIENCE CRITERIA (TECHNICAL):

- i) The bidder should have experience in providing Fire Tender Service with crew to any PSU or Private Company or State/ Central Government Organization in the last 7 years (to be reckoned from the original Bid Closing date) having a single Contract valued minimum Rs.0.46 Crore.
- ii) The vehicles should be in good running condition and should not be more than five (05) years old from the original bid closing date, for which the bidder should submit a list of vehicle giving details with Make/Type of vehicle, Model & Year of manufacture and the Registration No. of the vehicle to be provided to OIL.

Note: As a proof of having experience as per points above, the bidder should provide documentary evidence (viz. client's name with contact details, completion certificates from client/ Copies of contract/ Work orders/ Job logs endorsed by operator/ any other documentary evidence that can substantiate the satisfactory execution of the contracts) showing details of scope of work for the services provided are to be provided.

1.2 EXPERIENCE CRITERIA (FINANCIAL)

- (i) The annual turnover in any of the last three financial/ accounting years (to be considered from original bid closing date of tender) shall be minimum Rs.0.46 Crore.
- (ii) Net worth shall be positive for preceding financial/accounting year.

2.0 MOBILIZATION SCHEDULE: The bidder must be in a position to mobilize the services with crew within 30 days from issue of LOA by the Company.

3.0 OTHER REQUIREMENTS:

- (i) The bid along with all technical documentations must be in English language only.
- (ii) The bidder should submit technical specification along with drawing of equipment & tools for the offered services at the time of bid submission without which the bid will be liable for rejection.
- (iii) Bidders must confirm to the Mobilization Schedule for the offered services.
- (iv) Bidder must submit a written commitment to bring adequate quantity of spares/consumables to meet maintenance requirements of their equipment in the course of the operations. This quantity must be sufficient to ensure that operations are not delayed at any point of time due to non-availability of equipment/spares/consumables.

- (v) Bid should be complete covering all the scope of Work for the services as laid down in bid document under scope of work and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literature wherever required. Incomplete and non-conforming bids will be rejected outright.

4.0 DOCUMENTS TO BE SUBMITTED:

To qualify for consideration, bidders are required to supply one (1) set of the following documentation, with the specific chapters, separated by dividers, in the same order as set out here below (a) to (h):

- a) Details of company's Health, Safety and Environmental Policy and Programme together with HSE Management System.
- b) Safety record summaries for accidents, injuries, damages, near-misses & LTI over the past two (2) years.
- c) Description and brief specifications of services offered for this project.
- d) Resume of key personnel to be involved in the services with experience in their respective position.
- e) Qualifier's audited accounts for the past three (3) accounting years, in compliance with Clause 1.2(i) stated above.
- f) Experience of bidder – Statement to be furnished by bidder of similar jobs executed (as per Clause 1.1 of above) in tabular form along-with copies of Contracts / work orders /completion certificates/proof of release of Performance Security/ final payment certificates issued by the clients/ job logs endorsed by clients/any other documentary evidence that can substantiate the satisfactory execution of the contracts.
- g) All relevant information concerning contacts, telephone, fax, e-mail of the contractor's representative.
- h) Financial turnover of bidder – (1) Audited Balance sheet/Profit & Loss Account etc. for past 3 years or (2) Certificate from a practicing Chartered Accountant/Cost Accountant certifying the average Annual Turnover with their Membership No. & Firm Registration number.

5.0 GENERAL CRITERIA

- 5.1 Proforma-D - The compliance statement should be duly filled up. In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.
- 5.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on

or before the deadline given by the Company, failing which the offer will be summarily rejected.

- 5.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

6.0 PRICE - BID EVALUATION CRITERIA:

- I. The bids conforming to the technical specifications, terms and conditions stipulated in the tender are considered to be responsive after subjecting to Bid Rejection Criteria; and will be considered for further evaluation as per the Bid Evaluation Criteria given above.
- II. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **PRICE BID FORMAT as per Proforma - B.**
- III. The quantities shown against each item in the **“Price Bid Format (i.e. in Proforma-B)”** shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the bidder will be paid on the basis of the actual number of days/parameter, as the case may be.
- IV **Purchase preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:**

In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

Documentation Required to be submitted by MSEs : Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

END OF PART – 2

PART – 3

SECTION - I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

1.1 In the contract, the following terms shall be interpreted as indicated:

- a) "**Affiliate**" as applied to Company, its Co-venture's, Participants, Contractor, sub-contractor shall mean in relation to any company, at any time, any other entity (a) in which such company directly or indirectly controls more than 50% (fifty percent) of the registered capital or rights to vote or (b) which directly or indirectly controls more than fifty per cent (50%) of the registered capital or rights to vote of such company; or (c) of which an entity as mentioned in (b) above, controls directly or indirectly more than fifty percent (50%) of the registered capital or the rights to vote and shall include a subsidiary or a holding company of any tier of the aforementioned;
- b) "**Approval**" as it relates to Company, means written approval;
- c) "**Company**" or "OIL" means Oil India Limited;
- d) "**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;
- e) "**Company's Personnel**" means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The Company representatives of OIL and Consultant deployed by OIL for supervision of operations are also included in the Company's personnel;
- f) "**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;
- g) "**Contractor**" means the individual or firm or Body incorporated performing the work under this Contract;
- h) "**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 in section II under Terms of Reference and Technical Specifications;
- i) "**Contractor's Personnel**" means the personnel to be provided by the Contractor from time to time to provide services as per the contract;
- j) "**Day**" means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs;

- k) **"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.
- l) **"Party"** shall mean either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively;
- m) **"Site"** means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site;
- n) **"Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.

2.0 **EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

- 2.1 **EFFECTIVE DATE OF CONTRACT:** The Contract shall become effective as of the date the Company notifies the Contractor in writing that it has been awarded the Contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.
- 2.2 **MOBILISATION TIME OF CONTRACT:** The mobilization of Tools & equipment, accessories, consumables and personnel, as specified in this Contract, should be completed by Contractor within 30 days from issue of LOA by the Company.
- 2.3 **COMMENCEMENT DATE OF THE CONTRACT:** The date on which the Mobilization is completed in all respects is treated as Commencement Date of the Contract.
- 2.4 **DURATION / COMPLETION OF CONTRACT:** The Contract shall be initially valid for a period of 2 (Two) years the Commencement Date of the Contract with an option to extend the same for a further period of upto 1 (one) year at the discretion of Company at the same rates, terms and conditions. The terms and conditions shall stand extended automatically until the completion /abandonment of the well being drilled/tested at the time of the end of initial term of the Contract or any extension thereof.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Provide Contractor's items and Personnel necessary to perform the services under the Contract as specified in this document. Contractor shall be liable to obtain any permits or licenses required for Contractor's Personnel and the use of Contractor's Items.

- 3.2 Arrange and be responsible for the maintenance and repair of all Contractor's items and will provide all spare parts, materials, consumables etc. during the entire period of the Contract at its own cost.
- 3.3 Perform the work described in the Terms of Reference (Section-II) in most economic and cost effective way.
- 3.4 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all manpower as required to perform the Work.
- 3.5 Perform all other obligations, work and services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the Work.
- 3.6 The Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.
- 3.7 The Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 3.8 Take all measures necessary to protect the personnel, Work and facilities; and shall observe all safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out.
- 3.9 Contractor shall designate one of its personnel at the Site as Contractor's representative, who shall be in charge of Contractor's personnel and who shall have full authority to resolve day to day Work issues which arise between Company and Contractor.
- 3.10 Contractor shall supervise its personnel at the Site so as to ensure prompt and efficient completion of Work and strict discipline among its personnel. Contractor's personnel shall abide by all reasonable rules and regulations governing the Work promulgated by Company and notified in writing to Contractor.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the Contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Section III 'Schedule of Rates'. These rates are payable when the required condition has existed for a full 24 hours period. If the

required condition existed for less than 24 hours then payments shall be made on pro-rata basis.

4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of Company by the terms of this Contract.

5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel as specified in the 'Terms of Reference and Technical Specifications' to perform the Work correctly and efficiently.

5.2 The Contractor should ensure that their personnel observe applicable Company's and statutory safety requirement. Upon Company's written request, Contractor, entirely at its own expense, shall remove immediately; any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.

5.3 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/ well site, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.

5.4 Contractor's Personnel shall have access to the medical assistance as may be available to Company's employees at the Site, provided that Contractor shall bear no responsibility and that Contractor shall bear all costs in relation therewith. 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.

6.0 WARRANTY AND REMEDY OF DEFECTS:

6.1 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.

6.2 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.

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

- 7.1 The 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.
- 7.2 The 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. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the Contract.
- 7.4 However, the above obligation shall not extend to information which
- i) is, at the time of disclosure, known to the public; or
 - ii) lawfully becomes at a later date known to the public through no fault of Contractor; or
 - iii) is lawfully possessed by Contractor before receipt thereof from Company; or
 - iv) is disclosed to Contractor in good faith by a third party who has an independent right to such information; or
 - v) is developed by Contractor independently of the information disclosed by Company; or
 - vi) Contractor is required to produce before competent authorities or by court order.

8.0 **TAXES & DUTIES:**

- 8.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/ rules on income derived/ payments received under the Contract will be on Contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.
- 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 the 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.
- 8.6 Corporate and personal 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, levies and duties, sales tax, Value Added Tax, octroi, etc. on purchases and sales made by contractor shall be borne by the contractor.
- 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.
- 9.2 Contractor shall at all time during the currency of the Contract provide, pay for and maintain the following insurances amongst others:
 - a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this Contract.
 - d) Contractor's equipment used for execution of the Work hereunder shall have an insurance cover with a suitable limit (as per international standards).
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.

- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.
- 9.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.6 If any of the above policies expire or are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, then the Company will renew/ replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/ damage claims resulting there from shall be to the sole account of Contractor.
- 9.7 Contractor shall require all of their sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors.
- 9.8 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and its Affiliates, its Co-venturers and their Affiliates.
- 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.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section III). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 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 as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, Cyclone, sabotage, civil commotion, road barricade (but exclude the interference due to employment problem of the Contractor) 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 occurs and should the same be notified within seventy two (72) hours after its occurrence the 'Force Majeure' rate shall apply for the first 10 (ten) days. Either party will have the right to terminate the Contract if such 'Force Majeure' conditions continue beyond 10 (ten) days with prior written notice. Should parties decide not to terminate the Contract even under such condition, no payment would apply after expiry of 10 (ten) days force majeure period unless otherwise agreed to.

12.0 **TERMINATION:**

- 12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The Contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or any extension thereof.
- 12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Clause 11.0 above.
- 12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Contractor, within a period of 7 (seven) days after such notice, shall proceed diligently to remedy to Company's satisfaction the matter(s) complained of, failing which Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor.
- 12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and / or obligations under the 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 the Contract.

- 12.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 (fifteen) successive days, Company at its option may terminate this Contract in its entirety without any further right or obligation on the part of the Company except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above Clause from 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 by telex or Fax and confirmed in writing to the applicable address specified below:

Company

EXECUTIVE DIRECTOR (KGB & BEP)
OIL INDIA LIMITED
D. No. 11-4-7
Nokalamma Temple Street
Ramaraopeta
Kakinada- 5330004
Andhra Pradesh (India)
Fax No. 0884-2302179

Contractor

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

15.0 **SUBCONTRACTING/ASSIGNMENT:**

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 or 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 During the tenure of the Contract, Contractor shall keep the Site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the Site any surplus materials or rubbish of every kind and leave the whole of the Site clean and in workmanlike condition to the satisfaction of the Company.
- 16.4 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 equal experience and qualification, which will be again subject to approval by the Company.

17.0 **LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:**

17.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the period stipulated in Clause 2.2 herein, the Contractor shall be liable to pay liquidated damages @1/2% of the estimated total Contract value per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period (as defined in Clause 2.2) till the Commencement Date of the Contract.

17.2 In addition, the Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilize and commence operation within the stipulated period.

18.0 **PERFORMANCE SECURITY:** The Contractor has to furnish to Company a Bank Guarantee/LC for 10% of the estimated Total annualized Contract Value valid till 3 months beyond the Contract Expiry/ Termination date towards Performance Security. The performance security shall be forfeited by Company, if Contractor fails to fulfill its obligations under the Contract or in respect of any amount due from the Contractor to the Company. In the event of any extension of the Contract period, Performance Security should be extended by the period equivalent to the extended period of the Contract. The Performance Security will be discharged by Company not later than 30 days following its expiry.

19.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's personnel will be associated with the work throughout the operations, who shall at all times have complete access to the Site for the purpose of observing inspection or supervising the work performed by Contractor.

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

21.0 **LIABILITY:**

21.1 Except as otherwise expressly provided, neither Company nor its co-leases, its servants, agents, nominees, contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

21.2 Neither Company nor its co-leases, its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, contractors and sub-contractors. Contractor shall

protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting therefrom.

- 21.3 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 co-leases, 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.
- 21.4 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 co-leases, its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

21.9 **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 and its co-leases 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 of personnel, or damage to properly 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 of personnel, or damage to properly 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 **CONSEQUENTIAL DAMAGE:** Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the Contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

25.0 **PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF:**

- 25.1 Company shall pay to the Contractor during the term of the Contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 25.2 **Manner of Payment:** All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank account. Bank charges, if any will be on account of the Contractor.
- 25.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within 2 (two) 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.
- 25.4 **Invoices:** Mobilization charges will be invoiced only upon completion of mobilization as defined in Clause 2.2 herein. Payment of mobilization charges shall be made within 30 days following the date of receipt of undisputed invoices by Company.
- 25.5 Contractor shall send invoice along with the Job Completion Reports to Company after the end of each operation for all charges due to the Contractor. Billings for all charges will reflect details of time spent (calculated to the nearest hours) and the rates charged for that time. Invoices shall be raised only after successful completion of each operation.
- 25.6 Contractor will submit 3 sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the Company for processing payment. Separate invoices for the charges payable under the Contract shall be submitted by the Contractor for foreign currency and Indian currency. Contractor shall provide break-up of cost of goods/ material and cost of services in the invoice.
- 25.7 Payment of invoices, if undisputed shall be made within 30 days following the date of receipt of invoice by Company excepting for the first two (2) invoices where some delay (upto two month) may occur.
- 25.8 Company shall within 20 (twenty) days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in Clause 25.3 above.
- 25.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 25.10 Pursuant to Clause 28, payment of demobilization charges shall be made when applicable within 30 days following receipt of invoice by Company.

- 25.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice 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.
- 25.12 **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).
- 25.13 **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 interpretation of existing law, 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.
- 25.14 **Withholding:** The Company may withhold or nullify the whole or any part of the amount due to Contractor 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 Terms of Reference and Technical Specification.
 - b) Contractor's indebtedness arising out of execution of this Contract. If, during the progress of the work Contractor 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.
 - 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, unemployment compensation, and taxes or enforced savings withheld from wages etc.
 - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
 - g) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.

- h) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract.

Withholding will also be affected 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 the Contractor which by any law prevalent from time to time to be discharged by the Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from the 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 withhold.

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.

25.15 **FIRM PRICE:** The rates payable under this Contract, shall be firm during Contract period including the extension period, if any, under Clause 2.4 of the Section I 'General Conditions of Contract'.

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/ New Delhi.

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 - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1983.
- 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) Oil Industry Safety Directorate (OISD) guidelines.
 - n) Forest Conservation Act, 1980
- 26.3 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.
- 26.4 Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.
- 26.5 The Contractor shall not engage labour below 18 (eighteen) and above 60 (sixty) years of age under any circumstances.
- 26.6 Moreover, the Contractor should obtain and produce in advance to commencement of Work the following certificate / approvals:
- (i) Approval from DGMS/DDMS for shift patterns in excess of 8 hours.
 - (ii) Total manpower list.
 - (iii) All certificates as per applicable laws including Mines Acts.
 - (iv) Regional Labour certificate, if required.
- 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 and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each well with major items consumed and received on Site, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorized employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said Work requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said records, reports, Site, or give out to any third person information in connection therewith.

The Contractor shall furnish Job Completion Report against each operation. The format for the Job Completion Report shall be prepared jointly by the Contractor's and the Company's representative after signing of the Contract.

28.0 **DEMOBILISATION:**

28.1 The Contractor shall arrange for and execute demobilization of the entire package of Tools/ Equipment/ Spare/ Accessories/ Manpower etc. provided by Contractor under the Contract upon receipt of notice for demobilization from Company. Contractor will ensure that demobilization is completed and Company's Work-site is cleared-off Contractor's property within 10 (ten) days of notice from the Company.

29.0 **POLLUTION AND CONTAMINATION:**

29.1 The Contractor shall be liable for all surface pollution to the extent caused by Contractor and resulting from spillage or dumping of solvents/ additive substances or pollutants which the Contractor brings to the Site for use in connection with Work to be performed under this Contract.

29.2 Pursuant to Clause 29.1 above, the Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/ operations unless such pollution or contamination is caused by Contractor's Gross Negligence.

30.0 **WAIVERS AND 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 representatives of such party. Non-exercising of any right of termination by the Company shall not act as a waiver or amendment of any right of the Company provided hereunder.

31.0 **ENTIRE CONTRACT:** This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause 31 (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

32.0 **INTEGRITY PACT:** The integrity pact, duly signed by the authorized representatives of OIL and the Contractor, will form part of this Contract.

33.0 **ROYALTY AND PATENTS:** Deleted.

34.0 **COMPREHENSIVE 'HSE' GUIDELINES:**

34.1 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is

operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.

- 34.2 Every person deployed by the Contractor in a mine must wear safety gadgets (PPE) to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to OIL (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the Work.
- 34.3 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the Contractor and how it is to be managed.
- 34.4 The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.
- 34.5 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 34.6 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 34.7 All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
 - a. MVT can be arranged by OIL for the personnel working in rig.
 - b. IME/PME has to be done as per the Mines Rule requirement in nearby authorized hospital.
- 34.8 The Contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold MVT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- 34.9 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

- 34.10 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by Company's Installation Manager / Safety Officer / Engineer/ Official/ Supervisor/ Junior Engineer for safe operation.
- 34.11 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 34.12 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 34.13 The Contractor shall have to report all incidents including near miss to Company's representative.
- 34.14 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his personnel every day for the work, punctually.
- 34.15 If the Company arranges any safety class/training for the working personnel at site (Company employee, Contractor worker, etc.). The Contractor will not have any objection to any such training.
- 34.16 The health checkup of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 34.17 To arrange daily tool box meeting, Job Safety Analysis (for Critical Jobs) and regular site safety meetings and maintain records.
- 34.18 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.
- 34.19 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 34.20 A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 34.21 Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 34.22 In case Contractor is found non-compliant of HSE laws as required Company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized prevailing relevant Acts/Rules/Regulations.

- 34.23 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 34.24 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 34.25 The Contractor should frame a mutually agreed bridging document between OIL & the Contractor with roles and responsibilities clearly defined.
- 34.26 For any HSE matters not specified in the contract document, the Contractor will abide by the relevant and prevailing Acts/rules/ regulations/pertaining to Health, Safety and Environment.
- 34.27 Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out. .

END OF SECTION – I

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SECTION-II

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

A. PREAMBLE:

1.0 DRILLING PROGRAM:

The program includes drilling and testing of shallow and HPHT deep wells. All wells are designated as exploratory wells with maximum TVD of 5000+ m.

2.0 BLOCK AREA

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

The Block KG-ONN-2004/1 of 549 Sq. Km 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 549 Sq. Km comprises of 511 Sq. Km on land area in the district of East Godavari, Andhra Pradesh (AP) and that of 38 Sq. Km in the district of Yanam, Puducherry (UT).

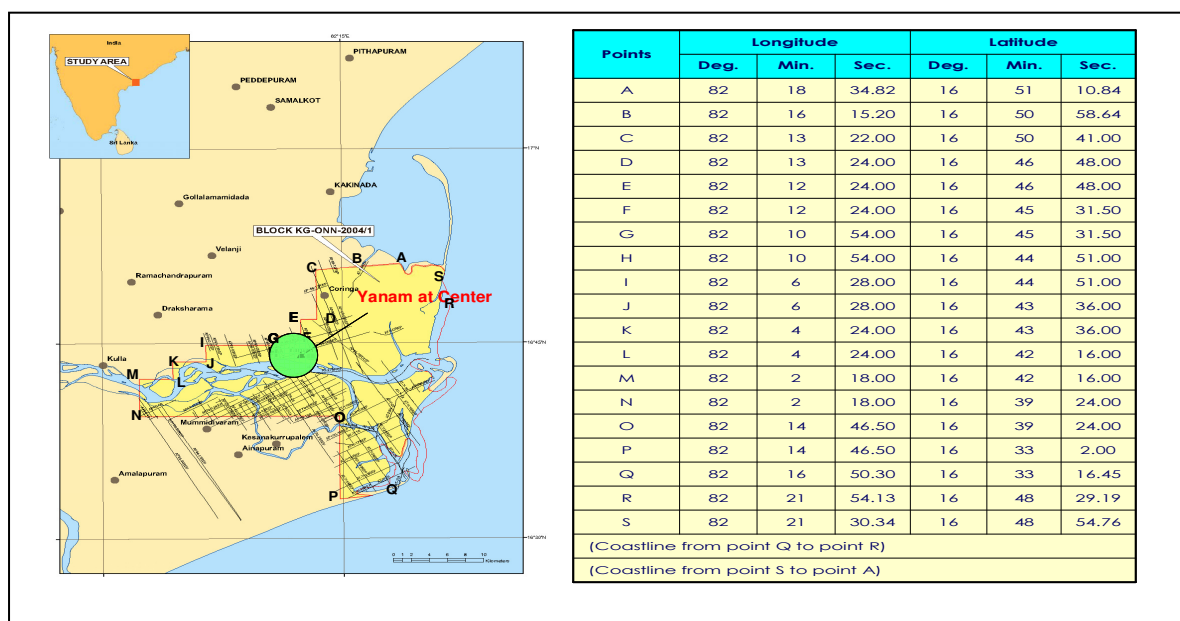


Figure-1a: The location of the Block KG-ONN-2004/1 in KG basin

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

B. SCOPE OF WORK:

The scope involves the Supply of a suitable Multi-Purpose Fire Tender along with Fire crew and consumables on monthly hire basis at Drilling Locations in KG Basin, Andhra Pradesh for a period of Two (2) years and extendable by another One (1) year.

Contractor shall have the capability to deploy another Multi-Purpose Fire Tender with Fire Crew at the same rate, terms & conditions in case of deployment of two drilling rigs simultaneously.

1.0 The contractor shall provide an appropriate Multi-purpose Tender as per the following specifications:-

- a) Minimum 16 tone chassis of suitable make.
- b) Minimum 5000 Ltrs. Water tank capacity.
- c) Minimum 500 Ltrs. Foam tank capacity.
- d) Minimum 500 Kg Dry Chemical Powder in vessel with DCP Hose reel.
- e) Centrifugal Pump 3200 LPM (Minimum) at 7 Kgf/cm²
- f) Water cum foam monitor (Fixed on vehicle top) 2400 LPM (Minimum) at 7 Kgf/cm²
- g) Minimum 01 No. Hose reel for water.
- h) Minimum 20 Nos. Delivery hoses synthetic type 2.5 inch Dia & 22.5 M length
- i) Portable fire monitor (ground monitor) of Minimum 1800 LPM at 7 kgf/cm² capacity.
- j) Associated equipment/ accessories shall be provided along with vehicle as per

Annexure -I.

1.1 The contractor shall maintain a dead stock of following:

- a) Dry Chemical Powder (Urea base type) 100% of **DCP vessel capacity** or minimum **500 Kg** Dry Chemical Powder (Urea base type) whichever is higher.
- b) Foam concentrate (Film Forming Fluoro Protein Foam type) 100% of **Foam tank capacity** or minimum **500 Ltrs.** Foam concentrate (Film Forming Fluoro Protein Foam type) whichever is higher.

c) Nitrogen gas 100% of **gas quantity kept in Multi-purpose Tender** or minimum 22.5 Kg Nitrogen gas whichever is higher.

- 1.2 Daily log sheet, maintenance records, and consumption of the chemicals etc. to be properly maintained and to get duly certified by OIL's representative at site.
- 1.3 The refilling of consumed DCP, Foam and Nitrogen gas immediately after every use as & when required basis. The refilling quantity shall be verified by OIL's representative at site. The cost of chemicals (DCP & Foam) and Nitrogen Cylinder refilling will be reimbursed on actual basis.
- 1.4 The contractor should manage HSD in case of emergency situation.
- 1.5 Weekly testing of Fire pump, monitor, all fittings etc. to be carried out and records should be maintained accordingly.
- 1.6 The Fire tender with crew will be deployed for 24x7 Hrs. (round the clock) basis.
- 1.7 The contractor shall supply physically and medically fit and trained manpower (Crew){One (01) No. supervisor, One (01) No. Driver cum pump operator (DCPO) and Four (04) Nos. firemen} to deal with any emergency arising out and for operation & maintenance of Fire Tender at OIL's drilling well sites in KG Basin, A.P.
- 1.8 Vehicle shall have valid RTO Registration, Fitness certificate. PUC and valid insurance along with manpower (Full Insurance) and all marking as per RTO requirements.
- 1.9 The contractor shall carry out the Monthly Preventive Maintenance of the vehicle by qualified technician and submit the relevant records to the OIL.
- 1.10 The contractor should supply Operation and Maintenance Manual copy -2 sets with the Multi Purpose Fire Tender. Regular and Preventive Maintenance of vehicle (as per manual provided at the time of delivery) to be carried out by qualified person during period of contract. The cost of all the consumables (engine oil, coolant etc) will be borne by contractor.
- 1.11 The contractor should make proper maintenance schedule in order to take care of preventive / schedule/ break-down maintenance.
- 1.12 Proper records to be maintained by the Operator for preventive/schedule maintenance jobs.
- 1.13 The break-down maintenance jobs to be attended on top priority to put back the vehicle/tender in to normal operating conditions without any loss of time. Further, the Operator needs to furnish a detailed report on any such break-down with suggestions /recommendations to avoid recurrence.
- 1.14 In case of any major breakdown of the vehicle on duty beyond 24 Hrs., the contractor shall make arrangement for providing substitute fire tender in good condition.

- 1.15** The contractor should provide the fire tender fully filled with Dry Chemical Powder (Urea base type) and foam concentrate (FFFP type) to the prescribed levels of capacity while handing over at the OIL's KG Basin site.
- 1.16** There shall be a joint testing & inspection of the Multi-purpose Fire Tender at OIL's KG Basin site and the contractor shall attend the problems observed (if any) within 48 Hrs.
- 1.17** **PERSONNEL:** The contractor's manpower shall comply the following requirements:
- a) **Fire Supervisor:** Passed B.Sc. (Fire & Safety) from recognized university with 1 year working experience. Computer working knowledge would be given preference.
 - b) **Driver cum Pump Operator (DCPO):** Passed class 10 from Govt. recognized board institute/University. Having valid heavy driving licence. Should have a min. 4 years work experience of fire service. The driver deputed on duty should not be involved in a single case of negligent driving.
 - c) **Firemen:** Passed 10+2 in any Stream from Govt. recognized board institute/University with minimum six months "Basic Fire Fighting course" from an Institute recognized by State/Central Govt. Should have a min. 3 years work experience of fire service.
 - d) Fire Crew (Supervisor, DCPO & Fire Men) should have minimum physical standard i.e. height-165 Cms, weight-50 Kgs, and Chest-81cms with expansion 5 cms.
 - e) Fire Crew (Supervisor, DCPO & Fire Men) shall not have color blindness; knock knee, flat feet, hydrocele and any other physical or medical deformity. Medical certificate to be submitted in this regard before deployment of crew.
- 1.18** Bio-data/experience of the personnel to be produced for Company's scrutiny and acceptance before deploying them for the job. The workforce to be engaged with proper uniform as prevailing in the fire service department in India.
- 1.19** Each Fire personnel shall be interviewed and shortlisted by OIL. Hence the CVs / Bio-data of fire staff shall be furnished before deployment of fire personnel.
- 1.20** The Contractor shall ensure that all of the Fire Personnel shall have full medical examination prior to start of contract.
- 1.21** The contractor shall ensure deployment of fire crew at site on 24x7 basis.
- 1.22** The contractor shall be responsible for providing PPE to their personnel as per statutory requirements and as per applicable law in India.

2.0 **TOOLS/EQUIPMENT/SPARES/CONSUMABLES:**

The Contractor shall provide tools/equipment for the complete services. The Contractor shall keep sufficient back up tools and equipment, spares etc. in order to ensure uninterrupted services.

- 3.0 MOBILIZATION SCHEDULE:** The bidder must be in a position to mobilize the services within 30 days from issue of LOA by the Company.

4.0 General Requirements

- 4.1 The contractor shall provide name, address and photo identity, Police verification for all their employees.
- 4.2 The contractor shall also certify the credentials and antecedents of fire crew so engaged and also provide latest Police Verification Report of the fire crew.
- 4.3 Contractor shall have necessary insurance cover for all their personnel.
- 4.4 Contractor shall be responsible for any claims arising for damages caused due to -
 - a) Malfunction of tools
 - b) Inappropriate action by his personnel
 - c) Noncompliance of the site safety rules by his personnel
- 4.5 Contractor shall be responsible of replacement within 72 Hrs. of any personnel whose performance found unsatisfactory or whose presence. OIL reasonably regards as detrimental to company's interests.
- 4.6 Contractor shall be solely responsible for providing all requirements to his personnel, including payment of wages & all allowances, Uniform, PPEs etc.
- 4.7 Contractor shall maintain additional inventory of the PPE at site to meet any emergency.
- 4.8 OIL will not be liable for any loss, theft or any other damage to the contractor's property in OIL premises including that of the contractor's employees or any third party personnel employed by him.
- 4.9 The contractor shall ensure compliance to all statutory requirements specified by Directorate General of Mines Safety (DGMS), OISD and Labour Department Commissioner.
- 4.10 Contractor shall ensure that his personnel on duty will perform their assigned duties safely, effectively and efficiently. OIL reserves the right to carry out any training, organize drills, inspections and/or checks if considers necessary or desirable at any time whatsoever.
- 4.11 Contractor shall appoint suitable personnel for the job who are appropriate to properly carry out their functions appropriate to the nature of the service as specified.
- 4.12 The exteriors and interiors of vehicles shall be devoid of any advertisements, signs, slogans, names, sayings, religious symbols, icons or any such depiction.
- 4.13 The contractor shall ensure that speedometer of vehicles & Hrs. meter for pump supplied are properly sealed so that no tampering can done with a view to inflate distance travelled and Hrs. run respectively.
- 4.14 The Driver cum Pump Operator (DCPO) & Firemen should always remain with the vehicle during entire period of duty.
- 4.15 No garage facility will be provided by the OIL.
- 4.16 The contractor should have an adequate number of telephones/mobile for contact round the clock. The fire crew shall observe all the etiquette and protocol while performing the duty & shall be neatly dressed, shaved and should wear proper uniform.
- 4.17 A daily record indicating time and mileage (Kilometer)/ Pump running hrs. etc. for Multipurpose Fire Tender shall be maintained in a log book and duly signed by Company Representative.
- 4.18 An Occurrence Book shall be maintained at site.
- 4.19 Once the hiring of Multipurpose Fire Tender along with fire crew commence from a particular fire crew, the fire crew should not be changed unless requested/Permitted by OIL.

- 4.20 No revision of rates other than that already agreed upon shall be entertained during the period of contract. No additional terms & conditions over and above the conditions stipulated above shall be entertained.
- 4.21 The Contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the qualification/experience as indicated in contract and Contractor should also submit qualification/ bio-data / experience / track record of the relief personnel. Moreover, the Contractor will have to obtain prior approval from OIL for the relief personnel of the Contractor.
- 4.22 The Contractor shall arrange for food and accommodation for their personnel at site.
- 4.23 The Contractor shall be responsible for supply of Diesel, lubricants, consumables etc.

5 Duties & Responsibilities for Fire Fighting Staff

- 5.1 Entire fire fighting responsibility in case of any outbreak of fire at well site/ outside (if the management permits for outside the company area).
- 5.2 Attending any emergency duty/task as and when arises at well site.
- 5.3 Manage the full fledged O&M of fire tender, entire routine work, repair & maintenance required to keep the fire tender always in ready/ healthy condition.
- 5.4 The Multi-Purpose fire tender shall be kept neat and clean and in perfect running condition with shining body and clean interiors with good upholstery.
- 5.5 Maintenance of all firefighting equipment including delivery hoses.
- 5.6 Participate in Fire/Mock drills as and when assigned.
- 5.7 To carry out Fire Safety Training/ Awareness Program for rig personnel as and when assigned.
- 5.8 To upgrade Documents and Records from Time to Time as per instruction of OIL.
- 5.9 To take proper steps to ensure full Safety of all Men, Machinery & Material.

Accessories /Equipments

- 1 One first aid kit
- 2 One Nos. HDPE Long Spine Boards Stretcher.
- 3 One No. 10.5 Meter Extension Ladder.
- 4 Two combination spanner wrenches
- 5 Double female adapter, sized to fit 2½ in. (65 mm) conforming to IS-901/1993- 1 Nos. (In locker)
- 6 Double male adapter, sized to fit 2½ in. (65 mm) conforming to IS-901/1993- 1 Nos. (In locker)
- 7 Four Nos. wheel chocks with chain link, mounted in readily accessible locations, each designed to hold the Multi Purpose Fire Tender.
- 8 Reversing lights-2 Nos. (At rear of chassis)
- 9 Strong Reversing siren connected with reverse gear of the vehicle-1 set.
- 10 All tools required for normal / routine maintenance of the appliance, which are not included with the kit of chassis -1 Set (In tool box under rear seat in cabin).
- 11 PESO/CCE approved removable spark arrestor (If chassis manufacturer not provided) fitted to the exhaust of the engine - 1 No.
- 12 Stainless Steel dividing breeching each having two 63MM female instantaneous type outlets, conforming to IS-905/1980- 1 Nos. (In Locker)
- 13 Stainless Steel collecting breeching each having two 63MM male instantaneous type outlets, conforming to IS-905/1980- 1 Nos. (In Locker)
- 14 Stainless Steel 3 way suction collecting head (With one 140MM outlet with round female threads and two female instantaneous type inlets), conforming to IS-904/1983-1 Nos. (In Locker).
- 15 Lightweight PVC rubber suction hose fitted with round thread male-female gun metal couplings. Length - 2 meter, Diameter: as per pump suction - 4 Nos. (In compartment on top deck, Compartment shall be open able from top with latching system)
- 16 Suction strainer with foot valve size to suit suction hose as per IS: 907-1984 - 1 Nos. (In locker)
- 17 Stainless steel foot strainer-1 Nos (In locker)

- 18 Hose clamps as per IS:5612 (Part-1-1977) - 2 Nos. (In locker)
- 19 Hand controlled non-aspirating aqua fog / Foam type nozzles having spray/jet pattern with variable flow & low pressure features (suitable for both Foam & water)– 2 Nos. (in locker)
- 20 Low pressure diffuser branch, conforming to IS-903/1993- 1 Nos. (In locker)
- 21 Jumbo Water Curtains made of stainless steel-02 Nos. (In locker)
- 22 Spade – 02 No.
- 23 Handlamp along with same Make charger Usable in Inflammable gases and Vap.), Approved by PESO High Intensity Intrinsically Safe Search Lights For Hazardous Area – Rechargeable Type : 01 No.
- 24 Hose bandage rubberized as per IS: 5612(Part-2:1977) -2007 (or Latest) -05 Nos. (In locker)
- 25 Carpenter saw-01 No.
- 26 Inline inductor 225 LPM-01 No.
- 27 Inline inductor 450 LPM- 01 No.
- 28 Nylon Web Sling (2” X 6’)-02 Nos.
- 29 Nylon Web Sling (2” X 8’)-02 Nos.
- 30 Nylon Web Sling (3” X 10’)-02 Nos.
- 31 Wire Rope Sling (½” X 10’)-02 Nos.
- 32 Water Rescue Rope 11mm- 200 feet

SECTION-III

SCHEDULE OF RATES

HIRING OF MULTI-PURPOSE FIRE TENDER SERVICES WITH CREW AND CONSUMABLES

The bidder shall quote the following rates in their price bid as per the format given below: The payment shall be made for the actual work done and all "DAY RATE" charges shall be payable on prorate basis.

A. MOBILIZATION CHARGES TO FIRST WELL:

CONTRACTOR'S TOOLS / EQUIPMENT /CONSUMABLES WITH ALL ACCESSORIES:

- i) **Mobilization Charges** as LUMP SUM amount will be payable when all Tools / Equipment / Consumables as specified in the contract along with crew are positioned at Company's first designated well site to meet contractual obligation for carrying out assigned jobs.
- ii) **Mobilization Charges** cover all costs of the Contractor to mobilize the equipment to the appointed site including all local taxes, port fees, inland transport etc.
- iii) **Mobilization Charges** will be payable when all equipment/tools (free of defects/ encumbrances) and operating personnel are positioned at operation base/site and duly certified by the Company Representative regarding readiness of the equipment & personnel to undertake/ commence the work assigned under the contract.
- (iv) There shall be no part payment or pro rata payment for any equipment. Mobilization Charges quoted should not exceed 7.5% of the total Contract value.

B. DE-MOBILIZATION CHARGES FROM LAST WELL

(TOOLS / EQUIPMENT WITH ALL ACCESSORIES)

- i) The Demobilization Charges should be quoted as lump sum charge, which will include all charges for demobilization of all equipment.
- ii) **Demobilization Charges** will be payable to Contractor by the Company only once after completion of Company's activity in last drilling location against this Contract. The Contractor shall arrange for and execute demobilization of their entire package of Tools/ Equipment/ Spare/ Accessories etc. upon receipt of notice from the Company. De-Mobilization will indicate completion/termination of the Contract and Contractor shall bear all such costs/charges, if any towards the same from the last drilling location to Contractor's base.
- iii) All the charges, whatsoever, on Tools/Equipment/Spare/Accessories etc. shall cease to exist with effect from the day, the Contractor is issued de-mobilization notice by Company.
- iv) All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and inland freight will be to Contractor's account.

- v) Pursuant to Clause of 'General Conditions of Contract', Demobilization charges shall be paid to the Contractor for complete package of Tools/ Equipment/ Spare/ Accessories etc. only once, after completion of the contractual period/ termination of the Contract.
- vi) Demobilization Charges quoted should not exceed 7.5% of the total Contract value.
- vii) Contractor is required to complete Demobilization within 10 (ten) days from the date of issuance OF 'De-Mobilization Notice' served by the Company.

C. INTER – LOCATION MOVEMENT (ILM) CHARGES :

TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES:

- i) Contractor will be solely responsible for executing Inter-Location Movement that covers shifting of all tools / equipment / consumables / Accessories personnel deployed by the contractor.
- ii) During ILM Fixed Monthly Rental Charges will be payable. In addition to Fixed Monthly Rental, the Contractor will be paid per KM running charges on actual for the Fire Tender.

D. INTERIM DEMOBILIZATION & REMOBILIZATION CHARGES

[TOOLS / EQUIPMENT WITH ACCESSORIES]

- i) The bidder is required to quote Interim De-Mobilization & Re-Mobilization Charges in LUMP SUM to any well covering Tools/ Equipment with accessories. In case of need for temporary suspension of Company's activity due to operational reasons, the Company retains the right to De-Mobilize Contractor's Equipment & Tools temporarily from any well and Re-Mobilize the consignment to same well or another well when "well operations" recommence. In such an event these charges in LUMP SUM amount are payable.
- ii) No Day Rate (RENTAL) Charges on any account will be payable from the time the Interim De-Mobilization notice is issued till Re-Mobilization is completed under Company's advice.
- iii) Company shall give notice to commence interim demobilization/Remobilization. Contractor will ensure that Interim demobilization is completed in 10 days and Interim remobilization within 10 days of receipt of notice for interim Remobilization.

D. FIXED MONTHLY RENTAL CHARGES [FMR]

[TOOLS / EQUIPMENT/ CONSUMABLES WITH ALL ACCESSORIES]:

- i. The **FMR** shall be payable for the period when the equipment are function tested and ready for operation at well site.
- ii. If the Contractor's tool/equipment fails to perform, for any reason in the duration of operation, then no **FMR** shall become payable on pro-rata basis for the entire unit of the service until the equipment/tool is put back in to

operating condition or evidence by demonstration of operation in actual tests or use to the satisfaction of Company.

E. DAY RATE CHARGES FOR PERSONNEL (DRP)

- i) The **DRP** shall be payable for personnel of Multi-purpose fire tender services once the mobilization is completed and till demobilization notice is served by Company.
- ii) The **DRP** will be payable per 24 hours a day (pro-rata basis for part thereof up to the completed full hours only).
- iii) The **DRP** shall not be payable if the Contractor's tool/equipment fails to perform, for any reason in the duration of operation until the equipment/tool is put back in to operating condition.

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

F. RUNNING CHARGES

a) FOR FIRE TENDER: Running charge will be payable when the Fire Tender is required to move from the well site for filling up of fuel (if necessary), during Inter Location Movement (ILM) and to respond to any Fire to nearby area upon instruction by OIL on actual Kilometerage basis.

b) FOR FIRE PUMP: Running charge for Fire Pump will be payable when the fire pump is in actual operation during firefighting and during regular running for testing etc.

G. COST OF CONSUMABLES: The refilling of consumed DCP, Foam and Nitrogen gas immediately after every use as & when required basis will be paid to the Contractor on actual basis, duly certified by OIL's representative at site.

H. ZERO RATE

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

I. RATE FOR TOOLS / EQUIPMENT / PERSONNEL DURING FORCE MAJEURE:

- i) All rates quoted by Contractor shall be restricted to 50% of respective charges under above circumstances. This will be considered as Force Majeure Rate.
- ii) The Force Majeure Rate shall be payable during the first 10 days period of Force Majeure in case of all operations. No payment shall accrue to the Contractor beyond the first 10 days period unless mutually agreed upon.

End of Section-III

END OF PART 3

PART – 4

PROFORMA-A

INTEGRITY PACT

Between
Oil India Limited (OIL) hereinafter referred to as “The Principal”

And

----- hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Services against **Tender No. CEI3509P17**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

1. If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
2. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
3. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
5. A transgression is considered to have occurred if in light of available evidence no

reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

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

Section 8 – External Independent Monitor/Monitors
(three in number depending on the size of the contract)
(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

A.BARUAH
DMM

for the Principal

Place: KAKINADA

Date: 07.01.2017

for the Bidder/Contractor

Witness 1 :

Witness 2 :

PROFORMA-B**PRICE BID FORMAT****MULTI-PURPOSE FIRE TENDER WITH CONSUMABLES & ACCESSORIES "AA"**

Sl No	Particulars	Units	Quantity	Rate(Rs.)	Total(Rs.)
			X	Y	X * Y
A	Mobilization charges for Multi-purpose fire tender with equipment, tools & accessories	Lump sum	1		
B	De-mobilization charges for Multi-purpose fire tender with equipment, tools & accessories	Lump sum	1		
C	Monthly rental charges for Multi-purpose fire tender with equipment, tools & accessories	Month	24		
D	Running Charges of Multi-purpose fire tender	Km	1000		
E	Running Charges of Fire Pump	Hr	200		
F	Interim de-mobilization & re-mobilization charges for surface production testing service package	Lumpsum	1		
TOTAL COST "AA"(Rs.)=A+B+C+D+E+F					

PERSONNEL CHARGES "BB"

S. No.	DESCRIPTION	UNIT	QTY 'a'	Rate(Rs.)/ Personnel 'b'	AMOUNT(Rs.) C=a*b
B1	Day rate charge for Supervisor: 1 No	Day	730		
B2	Day rate charge for Driver Cum Pump Operator(DCPO): 1 No	Day	730		
B3	Day rate charge for Firemen: 4 Nos	Day	730		
TOTAL COST "BB"(Rs.)=B1+B2+B3					

COST OF CONSUMABLES "CC"

S. No.	DESCRIPTION	UNIT	QTY 'a'	Rate(Rs.) 'b'	AMOUNT(Rs.) C=a*b
C1	DCP (Urea Base Type)	KG	500		
C2	FOAM (FFFP Type)	Ltrs.	500		
C3	NITROGEN GAS	KG	22.5		
TOTAL COST "CC"(Rs.)=C1+C2+C3					

TOTAL ESTIMATED CONTRACT VALUE (Rs.) = "AA"+ "BB" + "CC"**NOTE:**

- 1) The items mentioned in above clause are to be read in conjunction with Section III (Schedule of Rates) of the Tender.
- 2) The rates and charges quoted above shall include all taxes, duties but exclude service tax as the same will be to the Company's account, as applicable.
- 3) Payment shall be made for the actual quantum of the work done.
- 4) Cost of consumables will be paid on actual basis after duly certified by Company's Representative.
- 5) In case of deployment of another Multi-Purpose Fire Tender, the above rates shall be applicable.

Name of the Authorized Signatory: _____

Name of the Bidder: _____

BID FORM

To

**Oil India Limited,
Door No. 11-4-7 (3rd Floor)
Nookalamma Temple Street
Kakinada - 533004
Andhra Pradesh
India**

Sub: Tender No. : _____

Gentleman,

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 180 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.

Name of the authorised signatory:

Name of the firm/service provider/bidder:

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 Envelope 'C' containing the Techno-commercial Bid.

Name of the authorised signatory:

Name of the firm/service provider/bidder:

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:

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

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.

Name of the authorised signatory:

Name of the firm/service provider/bidder:

To be digitally signed by Bidder's Authorised 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 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)

To:

OIL INDIA LIMITED,
D.NO.11-4-7;3RD FLOOR
NOKALAMMA TEMPLE STREET
RAMARAOPET, 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, Andhra Pradesh, 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;

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 should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Date: Place _____

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

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

FORM OF PERFORMANCE BANK GUARANTEE

To:
OIL INDIA LIMITED,
D.No.11-4-7;3RD FLOOR
NOKALAMMA TEMPLE STREET
RAMARAO PET, 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, 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 require;

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 this Contract;
 - (b) Section-II indicating the Terms of Reference/Technical Specifications &
 - (c) Section-III indicating the indicating the Schedule of Rates.
3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

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

IN WITNESS thereof, each party has executed this contract at ----- 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:
In presence of
1.
2.

Name:
Status:
In presence of
1.
2.

PROFORMA LETTER OF AUTHORITY

TO

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 _____ 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.

Bio-Data and Experience of Personnel**Name :****Qualification:****Experience: To fill up the following table.**

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

Name of the authorised signatory:**Name of the firm/service provider/bidder:****To be digitally signed by bidders authorized signatory****END OF PART-4**