



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

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

**FORWARDING LETTER**  
**(LOCAL COMPETITIVE BIDDING)**

To,

M/s. ....

.....

.....

Dear Sir/Madam,

**Sub: TENDER No. CEI8943P19 for Hiring of Services for supply of fresh water for preparing Frac fluid in Hydrofracturing at Locations Dengeru #1A, Yeduralanka#1 and Thanelanka#1 at KG Basin Project, Andhra Pradesh.**

1.0 OIL INDIA LIMITED (OIL), Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. OIL INDIA LIMITED (OIL), KG Basin Project is presently operating in the on-land exploration Area/Block, KG-ONN 2004/1.

2.0 In connection with its operations, OIL invites Local Competitive Bids from experienced Contractors through OIL's e-procurement site for providing above services under **SINGLE STAGE COMPOSITE BID System** through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>. Interested parties having requisite credentials are invited to submit their 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 (covered in details in this Bid Document) are highlighted below:

(i)	Tender No.	<b><span style="color: red;">CEI8943P19</span></b>
(ii)	Type of Tender	<b>Single Stage Composite Bid</b>
(iii)	Tender Fee	<b>INR 1,000.00</b> (Tender fee should be paid only through the payment gateway available on OIL's e-Tender Portal. No other mode of payment shall be accepted)
(iv)	Sale of Tender Documents	<b>Within working hours from <span style="color: red;">17.08.2018</span> to <span style="color: red;">11.09.2018</span></b>

(v)	Bid Closing Date & Time	As per Online Tender
(vi)	Bid Opening Date & Time	As per Online Tender
(vii)	Bid Opening Place	Office of EXECUTIVE DIRECTOR (KGB&BEP), OIL INDIA LIMITED D.NO.11-4-7; 3RD FLOOR NOKALAMMA TEMPLE STREET RAMARAOPET, KAKINADA-533004, ANDHRA PRADESH
(viii)	Bid Validity	<b>90 (ninety)</b> days from bid closing date
(ix)	Bid Security Amount	<b>INR 68,000.00</b>
(x)	Bid Security Validity	120 days from Bid Closing Date.
(xi)	Amount of Performance Guarantee	10 % of the total estimated Contract value
(xii)	Validity of Performance Security	90 days beyond the date of completion of Contract
(xiii)	Duration of the Contract	12(twelve) months with a provision for extension for another 06 (six) months at the same rates, terms & conditions at the sole option of OIL.
(xiv)	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%
(xv)	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 **Integrity Pact:**

The Integrity Pact is not applicable against this tender:

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

- 3.1 In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid **Digital Certificate Class III [Organization]** along with **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system. Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response

for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.

- 3.2 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

3.2.1 No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e- Procurement portal. The link to eProcurement portal is available on OIL's website: [www.oil-india.com](http://www.oil-india.com).

3.2.2 In case any bidder is exempted from paying the Bid Document Cost, they should request OIL with supporting documents for issue of the User ID & Password. The detailed guidelines are available in OIL's e-procurement site.

### 3.3 **EXEMPTION OF TENDER FEE:**

3.3.1 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 Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or 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.

3.3.2 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.

3.4 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation)**. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807178/4903.

### 4.0 **IMPORTANT NOTES:**

Please note that all tender forms and supporting documents are to be submitted on-line through OIL's E-Procurement site only except Earnest money/Bid Security deposited vide Bank Guarantee which is to be submitted manually in sealed envelope super scribed with tender no. and due date at the office of Executive Director (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh on or before the scheduled bid opening time and date, otherwise the Bid will be rejected.

Bidders may send their bid security by Registered Post or by Courier Services or drop in the Tender Box placed at the Office on or before the scheduled date of opening of tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder.

A scanned copy of this document (Bid Security) should also be uploaded online along with the un-priced Techno-commercial bid documents.

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 3.00 PM (IST) at the office of the Executive Director (KGB & BEP), in presence of the authorized representatives of the bidders.

If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

Bids without Bid Security in the manner specified above will be summarily rejected.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

- 5.0 The tender is invited under **SINGLE STAGE-COMPOSITE 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. Please ensure that the Techno-commercial Bid should be as per Scope of Work & Technical Specifications along with all technical related documents related to the tender and the same is to be uploaded in the **RFx Information-> Technical Attachments**. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details. Details of prices as per Bid format/priced bid can be uploaded as Attachment in the attachment link under **"Notes and Attachments"**.

The Price Bid rates to be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering text" in the attachment option under **"Notes & Attachments"** of OIL's e-Tender portal. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Offer not complying with above submission procedure will be rejected

Notes and Attachments	→	<b>Only Price Details Should Be Uploaded</b>
Technical attachments	→	<b>All technical bid documents</b>

Please do refer **"NEW INSTRUCTION TO BIDDER FOR SUBMISSION"** for the above two points and also please refer **"New Vendor Manual (effective 12.04.2017)"** available in the login Page of the OIL's E-tender Portal.

- 6.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- 7.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- 8.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject

tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

- 9.0 **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oilindia.com](http://www.oilindia.com).
- 10.0 OIL now looks forward to your active participation against the tender.

Thanking you.

Yours faithfully  
Oil India Limited

(A.Baruah)  
Sr. Manager (Materials)  
for General Manager (KGB&BEP)  
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. BIDDING DOCUMENTS**

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

- (a) A forwarding letter highlighting the following points:
  - (i) Oil India Limited's Tender No.
  - (ii) Type of Bidding
  - (iii) Cost of Bid Document
  - (iv) Bid closing date and time.
  - (v) Bid opening date & time
  - (vi) Bid Opening Place
  - (vii) Bid Validity
  - (viii) Bid Security Amount
  - (ix) Bid Security Validity
  - (x) The amount of performance guarantee
  - (xi) Validity of Performance Security
  - (xii) Duration of Contract
  - (xiii) Quantum of Liquidated Damages for delay in mobilisation
  - (xiv) Bids to be addressed to
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
- (d) General Conditions of Contract, (Section-I), (Part-3)
- (e) Terms of Reference/Scope of Work, (Section-II)
- (f) Price Schedule Format, (Proforma-B)
- (g) Bid Form, (Proforma-C)
- (h) Certificate of Compliance with respect to BRC, (Proforma-D)
- (i) Statement of Non-Compliance (except BRC), (Proforma-E)
- (j) Performance Security Form, (Proforma-F)
- (k) Contract Form, (Proforma-G)
- (l) Authorization for Attending Bid Opening, (Proforma-H)
- (m) Bid Security Form, (Proforma-I)
- (n) Proforma of Letter of Authority, (Proforma-L)
- (o) ANNEXURE –E TAXES AND DUTIES CLAUSE DURING GST REGIME

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

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

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued. Bids will be accepted only if they are in the form issued to the party.
- 3.2 Unsolicited offers will not be considered and will be rejected straightway.

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

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Portal 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:**

- 5.1 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.
- 5.2 **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:**

- 6.1 Bids are invited under Single Stage Composite 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**

- (i) Documentary evidence in accordance with the Bid Evaluation Criteria (BEC) as per Part-2.
- (ii) Statement of compliance with respect to BRC as per Proforma-D.
- (iii) Statement of non-compliance (except BRC) as per Proforma-E showing the list of deviation taken by the bidder except for the conditions under BRC.
- (iv) Scanned copy of the Bid Security.

#### **II. COMMERCIAL (PRICED) BID**

- (i) Price Bid Format as provided in Proforma-B.
- (ii) Bid Form as provided in 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 are to be quoted as per the Bidding format vide Proforma-B of the tender document. The rates quoted shall be per unit as specified in the Price Schedule and are to be quoted in figures only.
- 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 The quoted rates must be inclusive of all taxes, license/other fees, or any other applicable Govt. levies excepting GST which will be borne by OIL at applicable rate. Any additional Govt. levies/taxes paid by the contractor due to subsequently enacted law of the Govt., Company will reimburse the same to the contractor against documentary evidence of payment. Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-E** for compliance

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 9.1 These are listed in Bid Evaluation Criteria vide Part-2.

10.0 PERIOD OF VALIDITY OF BIDS:

- 10.1 Bids shall remain valid for **90 days** after the date of bid opening prescribed by the Company.
- 10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail).

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 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-I. Bank Guarantee/LC issued from any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank: a) Full address. b) Branch Code. c) Code Nos. of the authorized signatory with full name and designation. d) Phone Nos., Fax Nos., E-mail address. The bidders will have to submit the Bank Guarantee from any of the scheduled banks on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name

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

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

(c) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for minimum 60 days from the date of bid opening and payable at Kakinada, Andhra Pradesh, India.

- 11.4 Any bid not secured in accordance with sub-clause 11.3 above shall be rejected by the Company as non-responsive.
- 11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the Contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security 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 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 Executive Director (KGB & BEP), Oil India Limited, D.No.11-4-7; 3rd Floor, Nookalamma 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

**C. SUBMISSION AND OPENING OF BIDS:**

**13.0 FORMAT AND SIGNING OF BID:**

- 13.1 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 [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded. Digital Signature Certificates having "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 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.

- 13.2 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.
- 13.3 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 initialed by the person or persons who has/have digitally signed the Bid.

#### **14.0 SUBMISSION OF BIDS**

- 14.1 The tender is processed under **Single Stage - Composite 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 "RFx Information" under "Technical Attachments" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment under "Notes and Attachment" Tab. **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 Executive Director, (KGB & BEP ), 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 with one copy.
- (ii) Any other document required to be submitted in original as per bid document requirement.

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

- 14.2 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Techno-commercial Bid.
- 14.3 Timely delivery of the documents in physical form as stated in Para 14.1 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 Opening Date and Time failing which bid shall be rejected. Company shall not be responsible for any postal delay / transit loss.
- 14.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

#### **15.0 DEADLINE FOR SUBMISSION OF BIDS:**

**No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the e-Tender Portal.** 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. The documents in physical form as stated in Para 14.1 must be received by Company at the address specified

in the “Forwarding Letter” on or before the Bid Closing date mentioned in the “Forwarding Letter”. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**16.0 MODIFICATIONS AND CLARIFICATIONS OF BIDS:**

- 16.1 Offers or modifications to offers received after the Bid Closing Date and time will not be considered. No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.
- 16.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

**17.0 EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

**18.0 RETURN OF 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 OPENING OF TENDERS:**

- 19.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (as per Proforma-H) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.
- 19.2 In case of any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

**20.0 EVALUATION AND COMPARISON OF BIDS:**

The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Part-2) of the tender document.

- 20.1 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 20.2 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.

**D. AWARD OF CONTRACT**

**21.0 AWARD CRITERIA:**

The Company will award the Contract to the Contractor 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.

22.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company reserve 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.

23.0 NOTIFICATION OF AWARD:

23.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful bidder(s) in writing that his bid has been accepted.

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

23.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 25.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

24.0 SIGNING OF CONTRACT:

24.1 At the same time as the Company notifies the successful bidder(s) that his Bid has been accepted, the Company will either invite the bidder(s) for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, Scope of Works, Schedules of Rates and all other relevant documents.

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

24.3 In the event of failure on the part of the successful bidder to sign the Contract, 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.

25.0 PERFORMANCE SECURITY:

25.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per Proforma-F or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

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

25.2 The Performance Security specified above must be valid for 90 days beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The

same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the Performance Security accordingly.

- 25.3 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.
- 25.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 25.5 Failure of the successful bidder to comply with the requirements of Clause 24.0 and/or 25.0 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.
- 26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS: If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred as per the OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.
- 27.0 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.
- 28.0 LOCAL CONDITIONS: It is imperative for each Bidder to fully inform themselves of 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.

**END OF PART-1**

## **PART-2**

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

#### **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 The tender is invited under **SINGLE STAGE –COMPOSITE BID SYSTEM**. The Bidder has to submit both the “TECHNO-COMMERCIAL” and “PRICED” bid through electronic form in the OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender and Priced Bid as per the “Price Bidding Format” attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender Portal. The Techno-commercial Bid should be uploaded in the “**Technical Attachments**” page only. Priced Bid quoted as per Price Bidding Format should be uploaded as attachment in the attachment link under “**Notes and Attachments**” Tab only.

**NB:** All the Bids must be Digitally Signed using "Class 3" digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

- 2.0 Bids with shorter validity will be rejected as being non-responsive.
- 3.0 Bidders shall furnish the "BID SECURITY" for the amount as specified in Covering Letter. Any Bid not accompanied by Bid Security will be rejected.
- 4.0 A Bid received through, or in the form of, a fax or email 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 Any Bid received by Company after the deadline for submission of Bids prescribed herein in any form will be rejected.
- 8.0 Conditional offers will be rejected.
- 9.0 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

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

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

#### **1.0 TECHNICAL**

1.1 The bidder must have work experience with State/Central Government Organisations/ Public Sector Undertakings/Private Organisations.

1.2 The bidder should have source of fresh water for supplying by tankers or should arrange from others. Such sources of fresh water for supply should be near OIL's operational area in KG Basin Project.

#### **2.0 FINANCIAL**

2.1 The minimum value of any of the past work (as in para 1.1 above) satisfactorily executed during the last 5(five) years to be reckoned from original bid closing date should be for one single Contract of value Rs. 17 lakhs. Documentary evidences of job experience as stated above should be in the form of photocopies of Letter of Intent/Letter of Allotment/Work-order along with respective Completion Certificate(s). The Certifying Authority for completion certificates should be not below the level of Chief Engineer / Chief Manager in case of PSUs and equivalent levels in Govt. organizations/Private Organizations.

Firms who have successfully executed and completed similar work with Oil India Limited, need not submit any documentary evidence. However, they shall give details of such executed works with Contract No.

2.2 The contractor/firm should have annual financial turnover of atleast Rs.10.2 lakhs in any of the preceding 3 (three) financial years reckoned from the original bid closing date. Also, the Net worth of the bidder should be positive for the preceding financial/accounting year. The proof of Annual Turnover should be either in the form of Audited Profit & Loss Account/Audited Annual Reports or Certificate from Chartered Accountant/Cost Accountant Firm indicating their Membership & Firm Registration number.

3.0 Contractors/Firms must fully mobilize all equipment and personnel and be prepared to commence work within 7 days from the date of issue of Work Order. Contractors/Firms must provide categorical confirmation of their capability and intent to meet this timing in their Bid.

#### **4.0 GENERAL**

4.1 No deviation or exception will be accepted in the clauses covered under BRC.

4.2 To determine the substantial compliance of a Bid, Company reserves the right to ask the Bidder for clarification of clauses covered by the BEC. Such clarifications to ensure compliance with the BEC clauses must be received on or before the deadline given by Company or the Bid will be rejected.

4.3 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.

4.4 Original Bid Closing Date shall be considered by OIL for evaluation of BRC criteria in case of any extension of the Original Bid Closing Date.

## 5.0 PRICE BID EVALUATION CRITERIA

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

i) If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

ii) The bidders must quote their charges/ rates in the manner as called for and the summarized price schedule format vide enclosed **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 work done per number of days/parameter, as the case may be.

iv) 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.

B. PURCHASE PREFERENCE CLAUSE: 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:

(a) 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.

(b) 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.

(c) 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.

(d) 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 Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidders 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.

**END OF PART-2**

**PART-3**

**SECTION –I**  
**GENERAL TERMS AND CONDITIONS**

**1.0 DEFINITIONS**

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

- a) "**Company**" or "OIL" means Oil India Limited;
- b) "**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;
- c) "**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;
- d) "**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;
- e) "**The Contract Price**" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- f) "**Contractor**" means the individual or firm or Body incorporated performing the work under this Contract;
- g) "**Contractor's items**" means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed in section II under Terms of Reference and Technical Specifications;
- h) "**Contractor's Personnel**" means the personnel to be provided by the Contractor from time to time to provide services as per the contract;
- i) "**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 shall 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.
- j) "**Willful Misconduct**" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- k) "**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;
- l) "**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;

m) **"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, DATE OF COMMENCEMENT OF CONTRACT AND DURATION OF CONTRACT**

2.1 **EFFECTIVE DATE:** The Contract shall become effective as of the Date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the Contract. Such date of notification of award of Contract will be the Effective Date of Contract.

2.2 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which Contractor mobilises tankers and provides first load of fresh water at nominated wellsite shall be treated as Date of Commencement of the Contract.

2.3 **DURATION OF CONTRACT:** The Contract shall be initially valid for a period of 12 (twelve) months from the Commencement Date of the Contract with an option to extend the same for a further Contract period of 06 (six) months at the discretion of Company at the same rates, terms and conditions.

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

3.1 Perform the work described in the Scope of Work (Section-II) in most economic and cost effective way.

3.2 Except as otherwise provided in the Terms of Reference and the Special Conditions of Contract, provide all manpower as required to perform the Work.

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

3.4 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 in so far as otherwise provided, cover all its obligations under the Contract.

3.5 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.

3.6 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.

**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. Under the Contract, Contractor shall be entitled to the applicable rate defined in Proforma-B (Price).

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 to perform the work correctly and efficiently.

5.2 The Contractor shall ensure that their personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at its own expense, shall remove any personnel of the Contractor determined by the Company to be unsuitable, not later than 7 (seven) days without effecting the operation 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/ field site, en-route/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.

5.4 Contractor's key personnel shall be fluent in the English language (both written and spoken).

## **6.0 WARRANTY AND REMEDY OF DEFECTS**

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.

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

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

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

(a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or

(b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

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

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. However, the above obligation shall not extend to information which:

i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;

ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;

iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;

v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

## **8.0 TAXES**

8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under 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 by Contractor.

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 in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. 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 Deleted

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

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

8.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

8.9 Goods and Services Tax (GST): The price excludes GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act.

8.10 On implementation of GST w.e.f 01.07.2017, GST shall be applicable against this tender. Bidder to quote their price exclusive of GST and clearly indicate the applicable GST rate. Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-E** for compliance

8.11 Oil India Ltd., KG Basin Project's GST provisional ID No. : **37AAACO2352C1ZW**.

### **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 sub-Contractor (if applicable) during the currency of the contract including the third party items/consumables.

### **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 Price Schedule (Proforma-B). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties shall 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 for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, Cyclone, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice.

## **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 the extension period, if exercised by Company under the provision of the Contract.

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 or its collaborator 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 up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to proceed diligently to remedy to Company's satisfaction the matter(s) complained of, within a period of 7 (seven) days after such written notice is received by 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 up to the date of termination including the De-mob cost, if any.

**12.8 CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

In the event of termination of Contract pursuant to the Clause 12.3, 12.4, 12.5 & 12.6, no Demobilization Charges shall be payable to Contractor.

12.9 Upon termination of the 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 equipment, personnel & materials.

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

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

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

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

2. The number of arbitrators and the appointing authority will be as under :

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

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

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same ; otherwise, he shall proceed de novo.

6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

7. The arbitral tribunal shall make and publish the award within time stipulated as under :

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

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

#### **14.0 NOTICES**

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

##### **Company**

OIL INDIA LIMITED  
Door No: 11-4-7(3<sup>rd</sup> Floor)  
Nookalamma Temple Street  
Ramaraopeta  
Kakinada-533004  
Andhra Pradesh  
India  
Fax No. 0884-2352383

##### **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, transfer or assign the contract, or any part under this Contract, to any third party(ies) except with Company's prior written consent. Except for the main operations with manpower services under this Contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

#### **16.0 MISCELLANEOUS PROVISIONS**

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

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

16.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

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 shall 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 stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of estimated Contract value (including mobilization cost), per week or part thereof for delay subject to maximum of 7.5% of contract value (including mobilization cost). Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of commencement of Contract as defined in Clause No. 2.3 of Section - I.

17.2 If the Contractor fails to mobilise within 15 weeks after the stipulated date or, any extended date as agreed by the Company, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

**18.0 PERFORMANCE SECURITY:** The Contractor shall furnish to Company a Bank Guarantee/LC for 10% of estimated Contract value valid till 3 (three) months beyond the Contract Expiry 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 shall 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 (thirty) days following its expiry.

**19.0 ASSOCIATION OF COMPANY'S PERSONNEL:** Company's engineers/ Company's hired engineers/ consultants will be associated with the work throughout the operations and 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 shall conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970. However, the Contractor shall not make the 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.

#### **21.0 LIABILITY**

21.1 Except as otherwise expressly provided, neither Company nor its co-leases, its servants, agents, nominees, contractors, or sub-contractors or its Affiliates or Co-venturers 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 there from.

21.2 Neither Company nor its co-leases, its servants, agents, nominees, assignees, contractors, sub-contractors or its Affiliates or Co-venturers 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 subcontractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

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, its underwrites, servants, agents, nominees, assignees, contractors and sub-contractors or its Affiliates or Co-venturers 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 limited to the Contractor's liabilities agreed to under this 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 or its Affiliates or Co-venturers for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract..

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 it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

## **22.0 Deleted**

## **23.0 (A) INDEMNITY AGREEMENT**

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

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

24.1 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. Payment to the third party supplier(s) of the items/consumables shall be made after receipt of goods at well site duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

24.2 Manner of Payment: All payments due by company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.

24.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.

24.4 **Invoices:** Payments shall be made within 30 days following the date of receipt of undisputed invoices by Company.

24.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.

24.6 Contractor will submit 3(three) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment.

24.7 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 24.3 above.

24.8 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.

24.9 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.

**24.10 SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL(or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL(or such other person or persons contracting through OIL).

## **25.0 WITH-HOLDING**

25.1 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 Section - II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, and taxes or enforced savings withheld from wages etc.
- a) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- b) Damage to another contractor of Company
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- c) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract.

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

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

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

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

**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 1952 - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1984 or latest version.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act, 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- h) The Employees' Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) GST/IGST/CGST/UTGST Act 2017.
- l) Customs & Excise Act & Rules
- m) OISD guidelines & procedures
- o) DGMS Guidelines/Notifications.
- p) Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010
- q) The Environmental Protection Act, 1986
- r) The water (Prevention and control of pollution) act, 1974,
- s) The Air (prevention and control of pollution) Act, 1981
- t) All notifications released by MoEF time to time)

u) Hazardous waste management and handling Rules

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 The Contractor must follow the duty pattern as notified by DGMS/Ministry of Labour & Employment dated 30th June, 2014 or subsequent amendment, if any. 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) years of age under any circumstances. Persons above 60 (sixty) years age also shall not be deployed.

**27.0 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 27.0 (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

**28.0 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 rig, 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 well 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 well, or give out to any third person information in connection therewith.

**29.0 LIMITATION OF LIABILITY**

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

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the 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.

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

**31.0 WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

**32.0 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 agents or representatives of such party. The failure of the Company to execute any right of termination shall not act as a waiver or amendment of any right of the Company provided herein.

**33.0 HEADINGS:** The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.

**(END OF SECTION-I)**

**SECTION -II****TERMS OF REFERENCE / SCOPE OF WORK****A SCOPE OF WORK**

Oil India Limited (OIL) intends to hire a competent and an experienced contractor, who can supply fresh water for preparing Frac fluid in Hydrofracturing in Location Dengeru #1A, Yeduralanka#1 and Thanelanka#1 at KG Basin Project, Andhra Pradesh.

(i) Contractor shall supply fresh water at well sites on as and when required basis as per following specifications for Fracture fluid preparation.

S.No	Parameters	Maximum permissible concentration in Mg/ltr.
1	Colour:	Clear
2	PH :	6.0 – 8.0
3	Chlorides:	<4% by mass
4	Sulphate:	< 200
5	Bicarbonate:	<450
6	Calcium:	100
7	Magnesium:	< 50
8	Iron:	<8
9	Total Hardness as Ca CO <sub>3</sub> :	<200

ii. Contractor may transport the required water in a day by engaging 12KL or any high capacity tankers and compensation will be for each Kiloliter (KL) of water supplied at wellsite. Unloading of water from tankers at wellsite shall be done by Contractor.

iii. OIL will intimate contractor the quantity of water required at wellsite as and when required 24 hours in advance. Depending on nature of operation at site, the quantity of water required in a day may vary but contractor should be in a position to meet the requirement specified by Company. **Contractor should be capable of supplying minimum 200 Kilo Litres (KL) water in a day to meet operational emergency.** The requirement of water may not be on a continuous basis.

iv. Payment to contractor shall apply for actual quantity of water delivered at wellsite.

v. Fuel for the running the tankers shall be borne by contractor. Accommodation and food for the operators at well site and maintenance of the tankers shall be contractor's responsibility.

vi. Engaged tankers and manpower shall be covered by suitable insurance during the tenure of work.

vii. All services to be rendered under the Contract shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government as may be applicable to the nature of work/ services carried out/rendered and necessary certificates / permissions shall be obtained by the Contractor.)

viii. All Payments, statutory benefits and compensations to the personnel deployed for service under the contract shall be sole responsibility of Contractor and Company shall have no liability in this regard.

ix. Contractor shall protect, defend, indemnify and hold OIL harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, liens and judgments of every kind and character without limit which may arise, while performing the obligations

under the Contract and/or due to an involvement of contract, equipment, employees etc. on account (but not limit to) bodily injury or death, damage to property etc.

x. Payment for actual quantity of water delivered at wellsite shall be made at the end of each month of completed service. Therefore, contractor shall submit invoices at OIL's KG Basin Project Office on monthly basis for settlement along-with delivery challans duly signed by authorized personnel at wellsite.

xi. Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this Contract

xii. Contractor shall procure, at his expense, all necessary permits, certificates, Licenses etc. required by virtue of all applicable laws, regulations, ordinance and other rules in effect at the place where any of services is to be performed and the Contractor further agrees to hold OIL harmless from liability or penalty which might be imposed by any reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

xiii. The contractor will provide competent, experienced and well behaved operator(s) to operate the Tankers properly and efficiently and shall ensure that the operator(s) observes/observe all applicable safety requirements. If the operator(s) is/are found to be unsuitable by OIL, the contractor shall remove his operator(s) immediately and shall promptly replace the operator(s) with other operator(s) suitable to OIL at contractor's own expense.

**END OF SECTION -II**

**END OF PART-3**

**PART - 4****PROFORMA- B****PRICE SCHEDULE**

<b>Sl. No</b>	<b>Description of Service</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Rate (in INR)</b>	<b>Total Estd. Amount (in INR)</b>
1	Fresh water upto 30km	Per KL	2,000.00		
2	Fresh water upto 31-60km	Per KL	2,000.00		
3	Fresh water upto 61-90km	Per KL	2,000.00		
Total estimated Contract cost excluding GST					
Add. GST @_____					
Total estimated Contract cost including GST for Price comparison of Bids					

**NOTE:**

- i) Bidders shall quote for all the items.
- ii) The quantities mentioned against each item in Price Bid Format are for evaluation purposes only. However, payment will be made at actual.
- iii) The Total Estimated Contract Cost is inclusive of all applicable taxes and duties but excluding GST which will be borne by OIL as applicable.
- iv) Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-E** for compliance.

**Name of the authorized signatory:** \_\_\_\_\_  
**Designation:**

**NAME OF THE BIDDER/FIRM/SERVICE PROVIDER:**

**PROFORMA - C**

**BID FORM**

**To  
Oil India Limited,  
Door. No. 11-4-7 (3<sup>rd</sup> Floor)  
Nookamma 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 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**Signature of the authorised person:** \_\_\_\_\_

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

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

**Seal of the bidder/contractor:** \_\_\_\_\_

**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.

**Signature of the authorised person:** \_\_\_\_\_

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

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

**Seal of the bidder/contractor:** \_\_\_\_\_

**PROFORMA – E****STATEMENT OF NON-COMPLIANCE**

<b>SECTION NO.</b>	<b>CLAUSE NO./ SUB-CLAUSE NO.</b>	<b>COMPLIANCE / NON-COMPLIANCE -</b>	<b>REMARKS</b>

**Signature of the authorised person:** \_\_\_\_\_**Name:** \_\_\_\_\_**Designation:** \_\_\_\_\_**Seal of the bidder/contractor:** \_\_\_\_\_

**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 techno-commercial bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

**FORM OF PERFORMANCE BANK GUARANTEE**

**To:**  
**Oil India Limited,**  
**Door. No. 11-4-7 (3<sup>rd</sup> Floor)**  
**Nookalamma Temple Street**  
**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 and address of the bank) \_\_\_\_\_ (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 there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date \_\_\_\_\_ (90 days after the Contract completion date).

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

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

B. Controlling Office:  
 Address of the Controlling Office of the BG issuing Bank:

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

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

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

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

**Note: If Bank Guarantee is submitted towards 'Performance 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.**

**CONTRACT FORM**

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

WHEREAS, the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires.

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

WHEREAS, Company issued a firm Letter of Award No. \_\_\_\_\_ based on Offer No. \_\_\_\_\_ submitted by the Contractor against Company's Tender No. \_\_\_\_\_.

WHEREAS, Contractor has accepted Company's Letter of Award vide their letter no. \_\_\_\_\_.

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

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

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents hereinabove, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
  - (a) Section-I indicating the General Conditions of Contract,
  - (b) Section-II indicating the Scope of Work/Terms of Reference.
  - (c) Price Schedule vide Proforma-B

In the event of any conflict between General and Special Conditions of Contract, the Special Conditions of Contract shall prevail.

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 Kakinada, Andhra Pradesh, India as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

For and on behalf of  
Contractor (M/s. \_\_\_\_\_)

Name:

Status:

In presence of

1.

2.

**PROFORMA-H**

**AUTHORISATION FOR ATTENDING BID OPENING**

TO

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

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/Contractor:**

**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.

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

To,

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

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of Hiring of Storage, Transportation and Management Services for Explosives for Production testing of wells at KG Basin Project (hereinafter called "the Bid") against OIL INDIA LIMITED, KAKINADA, Andhra Pradesh, India (hereinafter called the Company)'s Tender No. CEI5352P18.

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 said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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 any of the conditions, specifying the occurred condition or conditions.

This guarantee will 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.

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

**A. Issuing Bank:**

BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

**B. Controlling Office:**

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

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

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

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and 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 120 days from the Bid Closing date.

**Note: 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.**

**PROFORMA - L**

**PROFORMA LETTER OF AUTHORITY**

TO

EXECUTIVE DIRECTOR (KGB & BEP),  
Oil India Limited,  
D.No.11-4-7;3<sup>RD</sup> FLOOR  
NOKALAMMA TEMPLE STREET  
RAMARAOPET, KAKINADA-533004  
Andhra Pradesh, India

Sir,

Sub: OIL's Tender No. \_\_\_\_\_

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

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

Yours Faithfully,

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

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

**ANNEXURE-E**

**TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR  
(For Supplies/ Services during GST Regime)**

**INDIRECT TAXES/ GST**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

- (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
- (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
- (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

6. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

7. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

8. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

XXXXXXXXXXXXX

**END OF PART- 4**