



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

Materials & Contracts

Department

(Rajasthan Project)

02-A, District Shopping Centre,
Saraswati Nagar, Basni
Jodhpur – 342 005
Rajasthan, India.
Phone -0291-2729472
Fax : 0291-2727050
Email: munin_konwar@oilindia.in

Date: 19.12.2016

FORWARDING LETTER

Tender No. : CJI3243P17

Sub: Hiring of SRP Surface Units with Allied Services

1.0 Rajasthan Project of OIL INDIA LIMITED (OIL) a Government of India Enterprise, is engaged in exploration and production of Natural Gas and experimental production of Heavy Oil/Bitumen from western Rajasthan. The Project Office is situated at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India.

2.0 In connection with our Invitation of Bids, we enclose a complete set of Bid Document covering our Tender for Hiring of two nos of SRP Surface Units with Allied Services for a period of six months with the provision of extension of another three months on same rate, terms and conditions. For your ready reference, few salient features (Covered in details in this bid document) are highlighted below:

- | | | | |
|-------|---|---|---|
| i) | OIL's Tender No. | : | CJI3243P17 dated 08.12.2016. |
| ii) | Tender Fee | : | ` 1,000.00 (PSUs and SSI Units registered with NSIC are exempted). |
| iii) | Type of Bid | : | Single Stage Composite Bid System |
| iv) | Bid Closing Date & Time | : | 07.02.2017 at 11.00 hrs (IST) |
| v) | Technical Bid Opening Date & Time | : | 07.02.2017 at 15.00 hrs (IST) |
| vi) | Bid Opening Place | : | Office of Chief Manager (M&C),
Oil India Limited, Jodhpur, Rajasthan |
| vii) | Amount of Bid Security | : | ` 1,27,000.00 (Non- interest bearing) |
| viii) | Amount of Performance Security | : | 10 % of the Contract Value |
| ix) | Mobilization Time | : | 15 days from the date of issue of Letter of Mobilization notice by Company. |
| xi) | Liquidated Damage for timely Mobilization | : | Liquidated damages shall be applicable for default in timely Mobilization @ 0.5% of the total evaluated Contract value for delay in mobilization per week or part thereof subject to maximum of 7.5%. |
| xiii) | Duration of Contract | : | For a period of 6 (six) months with a provision to extend another 3 (three) months |

at the same rates ,terms and conditions.

- 3.0 We now look forward to receive your most competitive offer in line with the tender terms well within the bid closing date and time.

Yours faithfully,
OIL INDIA LIMITED

(P.C. MAZUMDAR)
CHIEF MANAGER (M&C)
FOR EXECUTIVE DIRECTOR (RP)

SECTION – I
INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from experienced and reputed indigenous (domestic) Service Providers for the following services under Single Stage Composite Bid System for its RAJASTHAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJI3243P17 dated 08.12.2016.
- 1.2 Bid Closing Date : 07.02.2017
& Time : (11:00 Hrs. IST)
- 1.3 Tender Fee : ` 1,000.00
- 1.4 Bid Security : ` 1,27,000.00 (Non- interest bearing)
- 2.0 **Description of Services:** CHARTER HIRE OF TWO NOS OF SRP SURFACE UNITS WITH ALLIED SERVICES FOR A PERIOD OF 6 (SIX) MONTHS WITH THE PROVISION OF EXTENSION FOR ANOTHER 3 (THREE) MONTHS ON SAME RATE, TERMS AND CONDITIONS.
- 3.0 Tender Document will not be issued physically by Company. The interested Bidders must submit their applications showing full address (including e-mail ID) alongwith the non-refundable Tender Fee (excepting PSUs and SSI Units registered with NSIC) in the form of a Demand Draft/Banker's Cheque/ Cashier's Cheque in favour of OIL INDIA LIMITED and payable at JODHPUR to the CHIEF MANAGER (M & C), OIL INDIA LIMITED, 2A, DISTRICT SHOPPING CENTRE ,SARASWATI NAGAR, BASNI, JODHPUR -342005, RAJASTHAN (INDIA) between **04.01.2017 and 31.01.2017** i.e. one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. **USER-ID and PASSWORD are not transferable.** The link to e-procurement portal has also been provided through OIL's website www.oil-india.com.
- Tender Fee may also be paid online upto one week prior to the bid closing date (or as amended in e-portal).
- 4.0 OIL reserves the right to refuse issue of Pass Word to such parties even on payment of tender fee, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 5.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at www.oil-india.com:-

(END OF SECTION – I)

SECTION – II

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.

1.1 Prospective Bidders may interact with Company's Production Department at Jodhpur during working hours to understand the existing facilities, actual requirements and the desired level of services etc., before submitting their bids.

A. BIDDING DOCUMENT / TENDER DOCUMENT

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

(a) A forwarding letter highlighting the following points:

- (i) Oil India Limited's Tender No.
- (ii) Bid closing date and time.
- (iii) Bid opening date, time and place.
- (iv) The amount of Bid Security.
- (v) The amount of Performance Security

- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Conditions of Contract (Section –III)
- (e) Scope of Work/Terms Of Reference/Technical Specifications/Special Conditions of Contract (Section-IV, Part-I & Part-II)
- (f) Bid Form & Price Schedule Details (Section-V)
- (g) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section - VI)
- (h) Integrity Pact document (Section – VII)
- (i) The Bid Security Form (Section- VIII)
- (j) The Performance Security Form (Section- IX)
- (k) Authorization for attending the opening of bid. (Proforma-III)
- (l) General HSE Points (Appendix-A)
- (m) Procedure for obtaining labour license (Appendix-B)

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 all respect will be at the Bidder's risk & responsibility and may result in rejection of their bids.

3.0 **AMENDMENTS TO BIDDING DOCUMENT:**

- 3.1 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 Document through an Addendum.
- 3.2 The Addendum will be uploaded in OIL's e-Portal in the Technical RFX tab "Amendments to Tender Documents". Prospective Bidders (to whom Company issues the USER-ID & PASSWORD), shall also be intimated about the amendments through e-mail/fax/courier etc. 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 shall also check OIL's E-Tender portal for any amendments to the bid documents before submission of their bids.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

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

5.0 DOCUMENTS COMPRISING THE BID:

The bidder should submit their offer under single stage composite bid system i.e., only a single Techno-Commercial Bid comprising of the following documents.

- (i) Complete technical details of the services etc.
- (ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in Section – VI.
- (iii) Bid Security (Scanned Copy) furnished in accordance with Para 10.0 below.
- (iv) Statement of compliance as per Proforma – I of Section – VI .
- (v) Bid Form & Price Schedule Details as per Section – V **and** Price Schedule Format as per Proforma –II of Section VI.
- (vi) Duly Signed **Integrity Pact** as per Section-VII
- (vii) All other Annexure, Proforma and Documents as required in the Tender

6.0 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document as per Section – V. Bid form should be uploaded in the technical-RFX tab.

7.0 BID PRICE:

- 7.1 Prices must be quoted by the Bidders online in Indian Rupees (INR) strictly as per Price Bid Format (Proforma – II of Section VI) available in OIL's E-Portal.
- 7.2 Price quoted by the Successful Bidder must remain firm throughout its performance of the Contract and is not subject to variation on any account, including extension period, if any.
- 7.3 **Bidder must note that Service Tax will be extra to OIL's Account. However, applicable service tax must be indicated separately.**

All other duties and taxes including Corporate income taxes and other levies payable by the Contractor under the Contract for which this Bid Document is issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly.

8.0 CURRENCIES OF BID AND PAYMENT:

As the tender is issued only to the indigenous (domestic) Bidders, rates must be quoted in Indian Rupees only and payment will accordingly be made in Indian rupees.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

These are listed in Bid Rejection Criteria vide Section – VI of the Bidding document.

10.0 BID SECURITY:

- 10.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" must reach the office of Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number and the Description of work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded along with the un-priced Technical Bid on e-portal.
- 10.2 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Technical unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".
- 10.3 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 10.8 below.
- 10.4 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms:-
- a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-VIII for the format) and valid for **60 days beyond the validity of the Bid**. The bank guarantee/Letter of Credit should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
 - b) A Cashier's/ Bankers Cheque or Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).
- 10.5 Any Bid not secured in accordance with above-mentioned subparagraphs 10.1 to 10.4 will be rejected by Company as non-responsive, except those are exempted.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalization of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.

- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 10.8 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
 - (b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.

NOTE: Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid securities against this tender.

11.0 PERIOD OF VALIDITY OF BIDS:

- 11.1 Bids shall remain valid for **180** days after the date of bid opening prescribed by the Company.
- 11.2 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 (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 10.0 above.

12.0 FORMAT AND SIGNING OF BID:

As the Bids are to be submitted ONLINE with digital signature, manual signature is not required

C. SUBMISSION OF BIDS:

13.0 ONLINE SUBMISSION:

- 13.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief Manager (M&C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India in presence of authorized representative of the bidder.
- 13.2 The Rates/Prices along with price related conditions should be filled online in the Price-Bid Format(Proforma-II,Section-VI) only. All other techno-commercial documents other than the cost details to be submitted with unpriced bid as per tender requirement placed in the "un-priced" bid folder.
- 13.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per

Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

- 13.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.
- 13.5 The Tender is invited under SINGLE STAGE COMPOSITE -BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “PRICE ” bids through electronic form in OIL’s e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications defined in the Tender and the Commercial Bid as per the online Price Bid Format.
- 13.6 Bidder should ensure that Technical Bid is uploaded in the Technical RFx Response-> User - > Technical Bid Tab Page only. Please go through the help document provided in OIL’s e-Portal in details before uploading the document.

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.

- 13.7 Rates/Prices must be quoted/maintained in the “online price Bid Format” only. OIL Will consider the rates/prices quoted in the “online price Bid Format” only.
- 13.8 **The Integrity Pact is applicable against this Tender.** OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Section-VII to the Tender Document. This Integrity Pact has been duly signed digitally by OIL’s competent signatory. The IP has to be returned by the Bidder (alongwith their Technical Bid) duly signed digitally by the same signatory who signed the bid i.e., who is authorized to sign the bid. **Bid not accompanied by Integrity Pact duly signed (digitally) by the Bidder shall be liable for rejection.** Uploading the Integrity Pact with digital signature will be construed acceptance of all terms & conditions mentioned therein and that all pages of the Integrity Pact have been signed by the bidder’s authorized signatory who signs the Bid.
- 13.9 OIL has appointed Shri R.Mathur, IPS (Retd) & Shri Satyananda Mishra,IAS(Retd.) as Independent Monitors (IEMs) to oversee implementation of the Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to this Invitation for Bid (IFB) at the following addresses:

1.0 SHRI RAJIV MATHUR, IPS(Retd.),
e-Mail ID : rajivmathur23@gmail.com

2.0 SHRI SATYANANDA MISHRA, IAS(Retd.)
e-Mail ID :satyanandamishra@hotmail.com

13.10 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 2A- District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, Rajasthan, India so as to reach before the scheduled Bid Closing Date and Time of the Tender.

- (i) The Original Bid Security
- (ii) Power of Attorney for Signing the Bid
- (iii) Other documents required to be submitted in original as per tender requirement, if any.

14.0 DEADLINE FOR SUBMISSION OF BIDS :

- 14.1 Bidders will not be permitted by the System to make any change in their Bid after it is uploaded. The Bidder may however request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and resubmit their bid after necessary revision/correction, if so envisaged any. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.
- 14.2 No bid can be submitted/uploaded after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.

15.0 EXTENSION OF BID SUBMISSION DATE/TIME:

- 15.1 Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the specifications, non-receipt of any offer, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.
- 15.2 In the event of receipt of Single Offer within Bid Closing date & Time, OIL reserves the right to extend Bid Closing Date and/or Time as deemed fit. During extension period bidders who have already submitted the bids on or before original Bid Closing date & Time shall not be permitted to revise their bid.

16.0 FORMAT OF BID SUBMISSION:

- 16.1 Bids to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "HELP DOCUMENTATION" in the E-PORTAL. Guidelines for bid submission are also provided in this tender document.
- 16.2 The Bid Security (Scanned Copy) mentioned in para 10.0 above should be uploaded with the Technical Bid.
- 16.3 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document.

17.0 LATE BIDS:

Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. Company will not be responsible for any failure to upload the Bids due to last minute rush.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS :

18.1 After the Bid is uploaded by the Bidder in the system, they will not be permitted by the System to make any change in their Bid. For making any such subsequent modification/ correction, the Bidder has to request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and re-submit their bid after necessary revision/ correction within the deadline. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.

18.2 The Bidder, after submission of bid, may withdraw its bid entirely by written notice to Company prior to bid closing without forfeiting their Bid Security.

18.3 Bids should not be withdrawn during the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

19.0 BID OPENING AND EVALUATION

19.1 Company will open the Bids, including submission(s) made pursuant to para 18.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

19.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 18.2 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

19.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.

19.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.

19.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

- 19.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 19.9 The Company will examine the Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 19.10 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

20.0 EVALUATION AND COMPARISON OF BIDS :

The Company will evaluate and compare the commercial bids as per Bid Evaluation Criteria (Section- VI) of the tender document to establish inter-se-ranking of bidders.

21.0 CONTACTING THE COMPANY :

- 21.1 Except as otherwise provided in para 18.0 & 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 21.2 An effort by a Bidder to influence the Company officials in bid evaluation, bid comparison or Contract award decisions, may result in rejection of their bid.

D. AWARD OF CONTRACT

22.0 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.

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

Company reserves the right to accept any bid and to reject any or all bids and/or to annul the bidding process in entirety, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the participating bidders of the ground for Company's action.

24.0 NOTIFICATION OF AWARD:

24.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

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

25.0 PERFORMANCE SECURITY:

25.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (10% of contract value) specified in the Forwarding Letter in the form of D/draft or Bank Gurantee as per the performance Security Form as provided in the Bidding Document (Ref. Section – VII) or an irrevocable Letter of Credit (L/C) from any of the following Banks:

i) Any Nationalised / Scheduled Bank in India OR

ii) Any Indian branch of a Foreign Bank OR

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

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.

25.2 The performance security specified above must be valid for six(06) months beyond the expiry date of the contract covering the warranty/defect liability period of three(03) months & time period required to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. 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 10 % of the contract value for the extended period and also to extend the validity of the performance security accordingly.

25.3 Failure of the successful bidder to comply with the requirements of para 25.1 or 25.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next lowest evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

INVOCATION OF PERFORMANCE BANK GUARANTEE

- 25.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.
- 25.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilize the Equipment, tools and personnel etc. within the stipulated period irrespective of any reasons whatsoever.
- 26.0 **SIGNING OF CONTRACT:**
- 26.1 At the same time as the Company notifies the successful Bidder that their Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the formal Contract document. The contract document will be accompanied by the General & Special Conditions of Contract, technical specifications, schedules of rates and all other relevant documents.
- 26.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.
- 27.0 **OTHER CONDITIONS :**
- 27.1 Employees of Oil India Limited are prohibited from quoting against this Tender and also from getting others to quote on their behalf against this Tender.
- 27.2 Any dispute arising out of this Tender will be subject to the jurisdiction of the court at Jodhpur.
- 27.3 Oil India Limited (OIL) reserves the right to accept or reject any offer without assigning any reason whatsoever. Oil India Limited's decision in this regard shall be final.
- 27.4 If there is any discrepancy in the Price Schedule between the unit price and the total price (as quoted by the bidders) that is obtained by multiplying the unit price and the quantity, the unit price will prevail and the total price should be corrected accordingly. If there is discrepancy between word and figures, the amount in words will prevail.
- 28.0 Oil India Limited (OIL) reserves the right to accept or reject all bids and to annul the bidding process 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 or bidders of the grounds for Company's action.
- 29.0 General Health, Safety and Environment aspect will be as per terms set forth in Appendix – A.
- 30.0 Procedure for obtaining Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971 will as per terms set forth in Appendix-B.

31.0 SET OFF CLAUSE :

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

(END OF SECTION – II)

SECTION – III

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) "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.

2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE 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.

2.2 MOBILISATION TIME: The mobilization of equipment, personnel etc. shall be completed by Contractor within 15 days from the date of issue of Mobilization notice by Company.

Once the Contractor's Equipments have reached the Contractor's base camp at site and are ready to commence services, Contractor shall issue a Notice of Readiness for Inspection to the Company.

Company shall inspect the Contractor's Equipment within 5 (five) days' of receipt of the Contractor's Notice of Readiness for Inspection

If the Company fails to inspect the Contractor's Equipment within 5 (five) days from the receipt of Notice of Readiness for Inspection, the Contractor's Equipments shall be deemed to be mobilized.

2.3 DATE OF COMMENCEMENT OF CONTRACT: The date on which the mobilization is completed by Contractor in all respects shall be treated as Date of Commencement of Contract.

2.4 DURATION OF CONTRACT: The duration/completion time of the Contract shall be 6 (six) months from the date of Commencement of Contract with a provision of extension of another 3(three) months at the same rates, terms & conditions. The terms and conditions shall continue until the completion/abandonment of the last well being serviced at the time of the end of the contract.

1.0 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 Terms of Reference (Section II) in most economic and cost effective manner.

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour 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 his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

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.

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.

4.2 Allow Contractor and his personnel 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 the contract.

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro field site, enroute/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.

5.3 Contractor's key personnel shall be fluent in English language (both writing and speaking).

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 within 6 months from the date of Completion of Contract or till the Unit/equipment/tools are demobilised from site or base camp(if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

7.1 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 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to

time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

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

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

8.8 Service Tax: The price excludes Services Tax and the service tax as applicable shall be to the Company account. The Service tax amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the Service Tax Act.

9.0 INSURANCE:

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore :

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/equipment.
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.

9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.

9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

9.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

10.0 CHANGES:

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

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

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

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

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

12.0 TERMINATION:

12.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION): The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or 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 this Contract on account of Force Majeure as set forth in Article 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 upto 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 comply with the requisitions contained in the said written notice issued by the Company.

12.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT: In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

12.8 CONSEQUENCES OF TERMINATION: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

12.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

12.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 Arbitration(Applicable for Suppliers/Contractors other than PSU) :

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

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

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd 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 pointed 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 Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES:

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

Company

- | | |
|---|---|
| a) For contractual matters
Chief Manager (M&C)
OIL INDIA LIMITED
Rajasthan Project
Jodhpur-342005 | b) For technical matters
DGM-Production
OIL INDIA LIMITED
Rajasthan Project,
Jodhpur-342005 |
|---|---|

c) Contractor

Fax No. :

Tel No. :

E-mail :

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

15.0 SUBCONTRACTING/ASSIGNMENT:

15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior 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 should have equal experience and qualification, which will be again subject to approval, by the Company.

17.0 LIQUIDATED DAMAGES

17.1 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

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 @ 0.5% of the total evaluated contract value (including mobilisation cost), per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.0 of Section – III.

17.2 If the Contractor fails to mobilise as per clause No. 2.2 of Section-III, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

18.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's engineer will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.

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

20.0 LIABILITY:

20.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their 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.

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

21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

20.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its 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.

20.5 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 there from.

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

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

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

21.0 INDEMNITY AGREEMENT:

21.1 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.

21.2 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.

22.0 INDEMNITY APPLICATION: The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

23.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF:

23.1 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 Site duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

23.2 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.

23.3 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.

23.4 Invoices: Mobilization charges will be invoiced only upon completion of mobilization when the entire equipment, chemicals and personnel are ready at site for starting the job as certified by company representative. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.

23.5 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.

23.6 Contractor will submit six sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.

23.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.

23.8 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 25.6 above.

23.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.

23.10 Payment of demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the Contractor :

- a) Audited account up to completion of the Contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

23.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

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

24.0 WITHHOLDING: Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-

- a) For non-completion of jobs assigned as per Tender.
- 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, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

25.0 APPLICABLE LAW:

25.1 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 Dibrugarh/Guwahati.

25.2 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
- 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 there under
- 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) The AGST Act, WB & Bihar Tax Act
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Rajasthan, Assam, West Bengal and Bihar Entry Tax Act

26.0 RECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, permit the Company and its authorised 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 IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised 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 IP survey 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 survey, or give out to any third person information in connection therewith.

27.0 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.

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

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 Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

30.0 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.

(END OF SECTION – III)

SECTION – IV

PART-I

SCOPE OF WORK

The scope of this document is to define CONTRACTOR with COMPANY minimum requirement of services to be performed and portrays the guidelines, which the CONSULTANT shall satisfy or adhere to in the performance of the work.

The basic scopes of activities are outlined as:

- (i) Design and selection of SRP surface unit(s) based on well parameters and crude rheology as mentioned in the document.
- (ii) To provide SRP surface unit(s) along with manpower on charter hire basis.
- (iii) Operation and maintenance of the SRP unit during the contract period. The SRP units are to be operated at well sites located in the Baghewala Field of Bikaner-Nagaur Basin.

TERMS OF REFERENCE

1. The services shall include design and selection of SRP surface unit(s) based on the well parameters and crude rheology mentioned in the document. CONTRACTOR to provide SRP surface unit(s) on charter hire basis as per the formulated design to ensure optimum oil production from the wells. The SRP units are to be operated at the SRP well sites located in the Baghewala Field of Bikaner-Nagaur Basin under COMPANY.

2. The requirement under this tender is for 03 nos. of SRP units along with the operating crew with each of them.

3. CONTRACTOR shall provide necessary power to drive the units.

4. The SRP surface unit(s) supplied by the contractor shall be fit for round the clock operations. Besides the SRP unit may be required to run intermittently as per the advice of HOD-Production, Rajasthan Project, OIL. The intermittent SRP running duration may be extended or reduced upon operational requirement and the discretion of the COMPANY.

5. Transportation and commissioning of the unit at the well site shall be CONTRACTOR responsibility. The party is advised to quote accordingly.

6. CONTRACTOR shall maintain the SRP unit in good working condition to provide satisfactory services for the contracted period of 6 month without any major failure/shut down, however 2(two) days time will be given for schedule maintenance like oil change greasing etc. of the unit during the contract period. COMPANY shall pay only 80% of the Day Rate (Rental) during the scheduled maintenance period. Day Rate (Rental) shall be calculated from Monthly Rate (Rental) on pro-rata basis.

Normally, the minor repairs/ maintenance of the SRP surface unit shall be carried out by the operators on site while SRP unit will be on ideal period due to well inflow behavior.

7. Contractor shall ensure the availability of the SRP unit(s) and its operating crew throughout the period of contract. For availing scheduled maintenance off, prior consent of HOD-Production or the Coordinator from Production Department shall be sought in writing by the contractor.

However, it may be clearly understood that permission for such scheduled maintenance days shall be under exclusive discretion of the company and should not be interpreted as a matter of right for the contractor.

8. Food and accommodation of contractor personnel at site shall be contractor's responsibility.

9. The SRP surface unit(s) mentioned above will be exclusive use of COMPANY during the entire duration of the contract, including extension if any. Unit(s) are, presently, planned to utilize in Baghewala Well no.4 and Tavriwala well no. 2. Deployment of the unit(s) shall be under exclusive discretion of the company.

10. The supplied SRP unit shall have its own skid to erect the unit at well site. OIL will not provide any foundation for the SRP unit. The SRP surface unit(s) should be vibration free so as not to transmit any vibration to the Well/ Sucker Rods or damaging, in any manner to OIL property.

REPORTS & DELIVERABLES:

CONTRACTOR shall report to HOD-Production/COMPANY representative on daily basis and submit the daily report on a prescribed format. Contractor personals working at site shall have Mobile connection to contact with Jodhpur OIL office for day to day communication.

CONTRACTOR PERSONNEL:

A. CONTRACTOR shall be fully responsible for deploying one operator and one helper on each SRP unit having requisite qualification and experience to ensure trouble free operation as mentioned under Terms of reference. Manpower shall have adequate knowledge of well operation and Statutory safety norms. Each surface unit shall be manned by two personnel. CONTRACTOR personnel mentioned herewith are not intended as being fully exhaustive and as such CONTRACTOR shall depute any other personnel required for the compliance of COMPANY work intended. OIL reserves the right to interact with the personal proposed for deployment to ensure the knowledge of the person about the SRP and well operation and if found not suitable for the operation OIL reserves to eject the person.

B. The driver(s) deployed by CONTRACTOR for mobilization, Demobilization and inter location movement shall have valid driving license for Heavy Motor Vehicle.

C. CONSULTANT shall furnish along with Technical Bid the detailed Bio-data all Personnel to be deployed. COMPANY reserves the right to decide for engagement of these personnel on the basis of verification of relevant documents prior to engagement.

D. CONTRACTOR shall ensure that all the personnel shall have a full medical examination in accordance with accepted medical standard prior to deployment. In Case of any medical emergency/treatment of CONTRACTOR personnel, the CONTRACTOR shall be responsible for their treatment i.e. all such treatment cost has to be borne by the CONTRACTOR.

RESPONSIBILITIES OF CONTRACTOR PERSONNEL:

A. CONSULTANT shall provide competent personnel, as appropriate, to ensure trouble free operation on round the clock basis.

B. All the crew so deployed has to be fully experienced to deal with operation and maintenance of SRP surface unit, Electrical power supply unit and well operation.

C. The operators shall be responsible for all safety measures to be observed. The operator shall be able to attend all major/minor failures for maintenance jobs related to the mobile SRP unit(s).

D. The responsibilities of the CONSULTANT Personnel defined herewith are of indicative nature only. COMPANY reserves the right to render additional responsibilities pertaining to his expert domain for the interest of Trouble free operation

-END OF PART-I-

SECTION-IV

PART-II

SPECIAL TERMS & CONDITIONS

SPECIAL CONDITIONS OF CONTRACT

1.0 Payment Terms:

1.1 Advance payment shall not be made by Company to the Contractor against this contract. Company shall release payment to the Contractor as per the following schedule after deducting income tax and liquidated damages etc., as applicable, within 30 days from the date of receipt of undisputed invoices.

(a) Company shall pay the due amount on monthly basis against the invoices.

1.2 All payments due to the Contractor shall be made at Contractor's designated bank through RTGS or e-payment mode. Bank charges, if any, shall be to the Contractor's account.

1.3 Payment of any invoice shall not prejudice the right of Company to question the validity of any charges therein provided Company within one year after the date of receipt of any such invoice, shall make and deliver to Contractor written notice of objection to any item or items, the validity of which the Company questions.

2.0 Invoicing Procedure:

2.1 Contractor shall submit four sets of invoice(s) to the DGM-Production at its office at Jodhpur for processing of payment duly highlighting the Tax components and their bank particulars.

2.2 Company shall within 30 days of receipt of invoice (s) notify the Contractor of any item (s) 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 charges at a later date as envisaged in clause No. 1.3.

2.3 Income Tax will be deducted at source from the invoice(s) at the applicable rates as per Indian Law.

2.4 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based on for two years from the date of invoice. Such records shall be required for making appropriate adjustment or payments by either party in case of subsequent audit query/objection.

3.0 Taxes and Duties:

3.1 Tax leviable as per the provisions of Indian Income Tax Act 1961 and any other enactment/rules on income derived/payment received against this agreement will be on

Contractor's account. The rates agreed and entered in to herein are inclusive of all such taxes, duties and levies, except "Service Tax", which will be payable by Company.

3.2 Tax will be deducted at source from all payments released to the Contractor, at the specified rate of income tax as per provision of Indian Income Tax Act 1961.

3.3 Contractor shall be responsible for and pay the personnel taxes and Service Tax, as applicable.

3.4 Contractor shall furnish the Company, if and when called upon to do so, relevant statements of accounts or any other information pertaining to work done under this agreement for submitting the same to the tax authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated time to the appropriate authority.

4.0 Subsequently Enacted Laws :

Subsequent to the date of submission of bid, if there is a change in or enactment of any Indian law which results in an additional cost or reduction in cost against this contract to Contractor, such additional cost shall be reimbursed by Company to Contractor on submission of documentary evidence that the Contractor has duly borne the additional implication as envisaged under the said law or such reduction in cost shall be refunded by Contractor to the Company as the case may be.

5.0 Applicable Laws:

5.1 The contract shall be deemed to be an agreement made under, governed by and construed in accordance with the laws of India.

5.2 Contractor shall ensure full compliance of various Indian Laws and statutory regulations 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 agreement.

- (a) Mines Act 1952 – as applicable to safety and employment conditions.
- (b) Oil Mines Regulations, 1984
- (c) Workmen's compensation Act, 1923
- (d) Payment of wages Act, 1963
- (e) Payment of bonus Act, 1965
- (f) Contract labour (Regulation & abolition) Act, 1970
- (g) Employees Provident Fund and Family Pension Scheme
- (h) Interstate migrant workmen Act, 1979
- (i) Income Tax Act
- (j) Customs and Excise Act & Rules
- (k) Insurance Act
- (l) Minimum Wages Act, 1948
- (m) Service Tax Act

6.0 Insurance: Contractor must cover all their equipment and manpower with adequate insurance coverage as deemed fit. Company will not assume any responsibility whatsoever in the event of any eventuality to the Contractor's resources during job execution against the

contract. Company reserve the right to demand a copy of such insurance coverage/policy for record.

7.0 Liquidated Damages: The Contractor shall be liable to pay liquidated damages at the rate of 0.5% per week or part thereof on the total evaluated contract value for the delay in mobilization, subject to maximum of 7.5%.

-END OF PART-II-

-END OF SECTION – IV-

SECTION - V
BID FORM AND PRICE SCHEDULE DETAILS

(A) BID-FORM

Date :
Tender No. :

(Insert Bidder's name and address)

Gentlemen,

Having examined the General and Special Conditions of Contract, 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 fifteen days calculated from the issue of Mobilization notice. .

If our Bid is accepted, we will obtain the Guarantee of a Bank for sum of not exceeding 10% of the estimated contract value for the due performance of the Contract.

We agree to abide by the Bid for a period 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiry 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 lowest or any Bid you may receive.

Dated this Day of 2017

(Signature)

(in the capacity of)

Bidder's Name :
Bidder's Address :

(B) **DEFINITION OF APPLICABLE CHARGES:**

Bidder shall quote the rates and submit in the commercial tender in the format stipulated as Proforma-II. The Charges shall be paid on actual job dome basis.

1.0 MOBILIZATION CHARGE – One time Lump-sum charge:

Mobilization charge shall be payable on LUMP SUM basis which covers all local and foreign costs (if any) of the Service Provider to Mobilize Manpower and equipment with all supporting provisions to the designated worksite to perform all the intended services as mentioned under SECTION IV of the tender document.

Mobilization charge shall also include Installation of equipments.

Mobilization charge is payable when all Manpower and equipment with all supporting provisions are mobilized and to be in readiness to undertake the assigned jobs.

2.0 DEMOBILISATION CHARGE – One time Lump-sum charge:

Demobilization charge shall be payable on LUMP SUM basis which covers all local and foreign costs (if any) of the Service Provider to demobilize Manpower and equipment with all supporting provisions from worksite.

Demobilization charge shall also include Rig down of equipments.

Demobilization charge is payable upon 100% completion of demobilization.

Note: Mobilization and Demobilization Charges together should not exceed one percent (1%) of total estimated agreement value, failing which the offer will be rejected. Bidders are requested to take note of this while quoting.

3.0 MONTHLY RATE (RENTAL) - Monthly lump-sum

Monthly Rate (Rental) shall be paid LUMP SUM on monthly basis. For any part thereof, charges shall be computed on pro-rata basis. Calendar month shall be considered for calculation of pro-rata.

Monthly Rate (Rental) shall start from the date on which the unit is ready for operation. Installation and commissioning of the unit shall consider as a part of the mobilization.

Monthly Rate (Rental) shall include rentals of all equipments, all applicable taxes and duties, insurance, wages, maintenance expenditure including spares, transportation and food & lodging of the operating crew/staff to be deployed to ensure continuous trouble free operation of the service as mentioned under SOW.

4.0 OPERATING RATE

Operating rate shall be paid on hourly basis towards operation of the Surface unit and allied services.

The operating charges shall include all expenditures pertaining to cost of fuel, consumables to carry out continuous trouble free operation.

5.0 INTER LOCATION MOVEMENT (Within 20 Km)

Cost of inter location movement shall be paid on lump-sum for Mobilization of Manpower and equipment with all supporting provisions from one well to another well within 20 km.

5.1 INTER LOCATION MOVEMENT (Per Km. beyond 20 Km)

Additional cost per km basis shall be paid in the event of Mobilization of Manpower and equipment with all supporting provisions from one well to another, beyond 20 km.

6.0 ZERO RATE

No Charges shall be paid for the reason, mentioned hereunder, leading to loss of production.

- (i) Non availability of Manpower.
- (ii) Malfunctioning/Shutdown of Surface-unit and not been able to bring back into operation within 4 hrs. Zero Rate shall be applicable after 4 Hrs. till the surface unit bring back to operation.

7.0 NOTE:

- 7.1** Initial Seven days after installation of the surface unit shall be considered as “Testing Period”. During this period, if the performance of the surface unit is not up to the satisfaction of the COMPANY, CONTRACTOR shall liable to replace the unit with appropriate one within 30 days. The contract may be terminated at the discretion of the COMPANY if the CONTRACTOR fail to do so.

No additional Mobilization charge shall be paid for the replacement of the unit.

- 7.2** Any Service may be terminated at the discretion of the Company at any time during the agreement, on one month notice. In the event of Company requiring the same, even after termination at any point of time, the Service Provider will have to provide the service on one month’s notice and payment for the same will be made as per quoted rates.
- 7.3** Transportation of Service Provider’s men and materials, welding/cutting machine, hiring of crane, trucks etc. required to perform the activities mentioned under SECTION IV, PART-I of the tender document shall be on Service Providers account.

(END OF SECTION – V)

SECTION - VI

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

A) BID REJECTION CRITERIA (BRC):

The Bid shall conform generally to the specifications and terms and conditions including the scope of work/supply given in the bidding document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications/scope of work/terms of reference. Notwithstanding the general conformity of the bid to the stipulated specifications/terms, 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. TECHNICAL

1.1 The bidder shall be in the business of providing/ have experience of providing services of Mobile Hydraulic SRP surface unit along with operation and maintenance service to any E&P company during last seven years ending last day of month previous to the one in which bids are invited.

These documents should be in the form of duly attested copies of relevant pages of contracts/work orders/completion certificates/Final payment certificates etc. issued by clients.

1.1.1 The bidder must have successfully carried out at least one such contract for supply, installation, Operation & Maintenance of minimum one no. of SRP surface unit, on charter hire basis, anywhere in the world in the last seven years ending last day of month previous to the one in which bids are invited. Documentary evidence confirming their experience as above must be submitted along with the technical bid, failing which the offer will be rejected.

During last seven years calculated up to the scheduled bid closing date, the bidder should have experience of successfully completing at least one similar work costing not less than **INR 31.61 Lakhs**. The party should furnish necessary documentary evidence in the form experience certificate issued by the organization to whom such service has been rendered or a copy of contract/work order and completion certificate/payment certificate issued by the client against the said contract, failing which the offer will be rejected.

Note: If the bidder is executing similar (supply, installation, Operation & Maintenance of minimum one nos. of SRP surface unit, on charter hire basis, anywhere in the world) service contract which is still running and the contract value/quantity executed prior to due date of bid submission is equal to or more than **INR 31.61 Lakhs**, such experience will also be taken in to consideration, provided that bidder has submitted satisfactory service execution certificate issued by the user.

2.0 FINANCIAL:

2.1 The Annual Turnover of the bidder during any of the preceding three(3) financial/accounting years from the original bid closing date should be at least **INR 18.97 lakhs**.

2.2 The Net-worth of the bidder must be positive for preceding financial/accounting year.

Note: For proof of Annual Turnover & Net worth, any one of the following document must be submitted along with the bid :

- i) A certificate issued by a practicing Chartered Cost Accountant(With Membership Number and Firm Registration Number) certifying the Annual Turnover and Networth as per Format prescribed in Annexure-I(attached here with).

OR

- ii) Audited Balance Sheet along with Profit & Loss Account.

2.3 Conditional offers will be rejected.

2.4 Bidder should be able to provide services of adequately qualified and trained/experienced key-manpower as specified in the Scope of work for operation and maintenance of the SRP units. Technical bid should include bio-data of the personnel proposed to be deployed which shall comply with the requirements, failing which the offer will not be accepted.

2.5 Bidder shall certify that accommodation and food at site for the contractor personnel will be the responsibility of the contractor.

2.6 Bids which do not include all the jobs/services mentioned in the tender document will be considered as incomplete and rejected.

2.7 DOCUMENTS:

Bidders must furnish documentary evidences, in support of fulfilling all above requirement as under along with the Technical Bid:

a) For proof of annual turnover, attested copies of the following documents must be submitted along with the bid.

- i) A certificate issued by a practising chartered / Cost Accountants/firms certifying the annual turnover and nature of business AND

- ii) Audited balance sheet and Profit and Loss account.

b) Copies of relevant pages of Contracts & Completion Certificate issued by the clients in support to establish successful execution as per para 1.1, 1.1.1 and 2.0 must be submitted along with the technical bid. These documents should be in the form of duly attested copies of relevant pages of contracts/work orders/completion certificates/Final payment certificates etc. issued by clients.

c) Bio-data of the personnel proposed to be deployed for the operation and maintenance of the SRP Unit.

d) All documents submitted with bid must be self certified by the bidder's authorized person signing the bid. However, OIL reserves the right to ask for submission of any Original document for verification at any point of time.

NOTES:

Required Certificates/Confirmation document as indicated above should be submitted along with the un-priced Technical bid; absence of which will render the offers Non responsive.

3.0 COMMERCIAL

3.1 Bids are invited under Single Stage Composite Bid System. Bidders must submit both “Technical” and “Commercial” Bids in electronic form through online OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender.

3.2 Bid Security in original must reach the office of Chief Manager (M & C), Oil India Limited, Rajasthan Project, 02-A, Dist. Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected. The amount of Bid Security shall be as specified in the “Forwarding Letter”. Scanned copy of this Bid Security should also be submitted /uploaded online along with the un-priced (Technical) Bid. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender.

3.3 Bids received in physical form, but not uploaded in OIL’s e-Tender Portal will be rejected.

3.4 The Integrity Pact:. OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Section-X to the Tender Document. This Integrity Pact has been duly signed digitally by OIL’s competent signatory. The IP has to be returned by the Bidder (alongwith their Technical Bid) duly signed digitally by the same signatory who signed the bid i.e., who is authorized to sign the bid. Bid not accompanied by Integrity Pact duly signed (digitally) by the Bidder shall be liable for rejection. Uploading the Integrity Pact with digital signature will be construed acceptance of all terms & conditions mentioned therein and that all pages of the Integrity Pact have been signed by the bidder’s authorized signatory who signs the Bid.

3.5 Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT (PROFORMA-II), otherwise the Bid will be rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, ‘NIL’ should be mentioned against such part of work.

3.6 Bids received by Company after the bid closing date and time will be rejected.

3.7 User ID and Password are not transferable. Offers made by bidders who have not been issued /permitted to download the bid document by the Company will be rejected.

3.8 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the person (s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

3.9 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

3.10 Bids must be kept valid for a minimum period of 120 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.

3.11 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected.

- Performance Security Clause
- Tax liabilities Clause
- Insurance Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Applicable Law Clause
- Liquidated damages clause

3.12 Bid Security in ORIGINAL must reach the office of Chief Manager (M & C), Oil India Limited, Rajasthan Project, 2A Dustrict Shopping Centre , Saraswati Nagar , Basni Jodhpur-342005, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected. The amount of Bid Security should be as specified in the “Forwarding Letter”. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender. Bid security must be valid for 60 days more than the validity of bid. Bids with Bid security not having above minimum validity will be rejected.

If bid security in ORIGINAL of requisite Amount (please refer Forwarding Letter) and Validity is not received within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.

In case of extension of Bid Closing date against the tender where a bidder has already submitted his bid with requisite bid security validity within the original B.C. Date, such bidders will extend validity of bid security covering the extended period of the bid closing date.

4.0 GENERAL:

4.1 The compliance statement (enclosed PROFORMA – I) should be digitally signed and uploaded along with the technical bid (un-priced). In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the bidders.

4.2 To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses in Toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

4.3 If any of the clauses in the BRC contradicts with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

4.4 Any exception or deviation to the tender requirements must be tabulated in PROFORMA-I of this Section by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.

4.5 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.

B) BID EVALUATION CRITERIA (BEC):

1.0 The bids conforming to the Scope of Work, Terms and Conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria described hereunder.

1.1 The bids shall be technically evaluated based on the requirements provided in Tender document.

1.2 Price Bids of only the technically qualified bidders will be opened on a predetermined date and the same will be evaluated taking in to account the sum total cost of all components quoted by the bidders as per Price Bid Format (PROFORMA – II) and the contract will be awarded to the lowest evaluated bidder.

1.3 Arithmetical errors, if any, in the price bids will be rectified on the following basis. “If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. Any bidder who does not accept the said correction procedure, their bid will be rejected.”

1.4 Evaluation of Bids will be as per enclosed Proforma – II for arriving at the total estimated cost of the contract. The headings(s) mentioned in Proforma-II are summarized one for which the details are provided in Section-IV of the tender document.

PROFORMA-I

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

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory)
Name of the Bidder : _____

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated here and put in their Bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

PROFORMA – II

PRICE SCHEDULE FORMAT

Bidders must quote their rates strictly as per following format, which will be used for commercial evaluation of bids.

Srl. No.	Description of Service	Unit	Quantity	Unit Rate (`)	Amount (`)
1	Mobilization Charges	No	2.00		
2	Monthly Rate (Rental)	Mon	12.00		
3	Operational Rate	H	3600.00		
4	Inter Location Movement (within 20 Km)	No	2.00		
5	Inter Location Movement (Per Km beyond 20)	KM	60.00		
6	Demobilization Charge	No	2.00		

Note:

- 1.0 Quantities shown against each of above items/services are for bid evaluation purpose only. However, payment to the contractor will be done on the basis of actual utilization/deployment.
- 2.0 **Bidders must quote their rates inclusive of all applicable taxes, duties and levies and entry tax etc., if any but excluding service tax. Service Tax will be extra to OIL's Account.** However, the rate of Service Tax included in above rates must also be confirmed separately.

--END OF SECTION-VI--

SECTION-VII

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for -----
------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a **Page 2 of 5** substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

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

Section 5 -Previous transgression

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

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

Section:9 -Pact Duration

(Page – 5 of 5)

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Noida.

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

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

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

.....

.....
For the Principal

For the Bidder/Contractor

Witness 1:

Witness 2:

Place. JODHPUR.

Date

NAME OF INDEPENDENT EXTERNAL MONITORS:

a.SHRI RAJIV MATHUR, IPS(Retd.),

e-Mail ID : rajivmathur23@gmail.com

b.SHRI SATYANANDA MISHRA, IAS(Retd.)

e-Mail ID : satyanandamishra@hotmail.com

(END OF SECTION - VII)

SECTION - VIII

FORM OF BID SECURITY (BANK GUARANTEE)

Ref.No.

Bank Guarantee No.

TO

OIL INDIA LIMITED
RAJASTHAN PROJECT
JODHPUR

WHEREAS, (Name of Bidder) (hereinafter called “the bidder”) has submitted their Bid No. datedfor the provision of certain services (hereinafter called “the Bid”)against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR (hereinafter called the “Company”)’s Tender No. KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto the Company in the sum of (Rs.....)* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this Day of 2017 .

THE CONDITIONS of this obligation are:

1. If the bidder withdraws their bid during the period of bid validity specified by the Bidder.
Or
2. If the bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
 - fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders;
3. If the Bidder furnished fraudulent document/information in their bid.

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

Notwithstanding anything contained hereinabove:

- (i) Our liability under the guarantee shall not exceed Rs.....
- (ii) This Bank Guarantee shall be valid only upto
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before.....

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
- ** The Date of Expiry of Bank Guarantee should be 30 days after the end of the validity period of the Bid.**

(END OF SECTION - VIII)

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

.....)

.....)

(hereinafter called "Contractor") had undertaken, in pursuance of Contract

WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, now
THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf
of the Contractor, up to a total of (Amount of Guarantee)** (in words)
..... such sum being payable in the type 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 the
guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for
your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the date (.....)** six months after Contract Completion.

Name of Bank

Name of Bank :

Address :

ADDRESS

.....

.....

.....

.....

Date:

* Bidders are NOT required to complete this form while submitting the bid.

****An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company as per para 25.0 under Section-II.**

(END OF SECTION - IX)

PROFORMA- III

AUTHORISATION FOR ATTENDING BID OPENING

Date : _____

TO

CHIEF MANAGER (M&C)

Materials & Contracts Department
Oil India Ltd., Rajasthan Project
Jodhpur-342005
Rajasthan, India

Sir,

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s.....(Name of the Bidder) for the last three(3) completed accounting years up to.....(**as the case may be**) are correct.

YEAR	TURN OVER In INR(Rs)Crores/Lakhs	NET WORTH In INR(Rs)Crores/ Lakhs

Place:

Date:

Seal:

Membership No:

Registration Code:

Signature:

GENERAL HSE POINTS

- 1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub Contractors.
- 2.0 Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.
- 4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.
- 5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager
- 6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site
- 7.0 All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work

persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

- 9.0 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 10.0 It will be entirely the responsibility of the Contractor/ his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in Oil's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.
- 14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.
- 15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.
- 16.0 The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.
- 18.0 Records of daily attendance, accident report etc. are to be maintained in Form B.EJ (as per Mines Rules 1955) by the Contractor
- 19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

- 21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.
- 22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor
- 23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.
- 26.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

Procedure for obtaining Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid licence from Licensing Officer. To obtain licence contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for licence fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.
2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive licence nor any communication within a week.
3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining licence until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining licence by persuasion will be viewed seriously.
