



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

**Materials & Contracts Department
(Rajasthan Fields)**

2A, District Shopping Center, Saraswati Nagar,
Basni, Jodhpur-342005, Rajasthan, India.
Phone-0291-2729472, Fax: 0291-2727050

E-mails: bhavik_mody@oilindia.in
erp_mm@oilindia.in

Date : 27.01.2019

FORWARDING LETTER

M/s _____

Sub : IFB No. CJI-3630-P20 for Hiring of services for Operation & Maintenance of OIL's Baghewala setup for 3 (three) years with a provision of extension by another 1 year.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a "Navaratna" Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Rajasthan Project of Oil India Limited (OIL), is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. The Project Office of OIL at Jodhpur is well connected by Road, Rail & Air.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement site for **Hiring of services for Operation & Maintenance of OIL's Baghewala setup for 3 (three) years with a provision of extension by another 1 year.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i) IFB No./ Tender No. :	CJI-3630-P20
(ii) Type of IFB :	Single Stage Two Bid System
(iii) Bid Closing Date & Time :	10.03.2020 at 11-00 hrs (IST)
(iv) Bid (Technical) Opening Date & Time:	10.03.2020 at 15-00 hrs (IST)
(v) Priced Bid Opening Date & Time :	Will be intimated to the eligible bidders nearer the time
(vi) Bid Submission Mode :	Bid should be uploaded in OIL's E-Procurement portal
(vii) Bid Opening Place :	Office of the CHIEF GENERAL MANAGER, M & C Department, Oil India Ltd., 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan, India
(viii) Bid Validity :	120 days from bid Closing date
(ix) Mobilization Time :	As defined in the tender
(x) Bid Security Amount:	INR 27,50,000.00
(xi) Bid Security Validity:	210 days from bid closing date
(xii) Amount of Performance Security:	10% of one year contract value
(xiii) Validity of Performance Security:	Up to 3 months beyond the contract

	completion period.
(xiv) Duration of the Contract :	Two (02) years from the date of commencement of contract with provision for extension by one (01) year or part thereof at same rates, terms and conditions at OIL's option.
(xv) Quantum of Liquidated Damage : for Default in Timely Mobilisation	Refer clause No. 17.0 of General Conditions of Contract (Part-3,Section-I)
(xvi) Bids to be addressed to :	CHIEF GENERAL MANAGER, M & C Department, Oil India Limited, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan, India
(xvii) Pre-Bid Conference Date :	12.02.2020 at 11:00 hrs(IST)
(xviii) Last Date of receipt of Queries :	11.02.2020 upto 17:30 Hrs (IST)

3.0 **Pre-Bid Conference:** A pre-bid conference to explain Company's exact requirements and to reply queries of Bidders, if any, on the tender stipulations will be held on **12.02.2020** at 11:00 hrs (IST) in OIL's Project Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan. Maximum of two representatives of each bidder will be allowed to attend the pre-bid conference on producing authorization letter. Bidders interested to attend the Pre-Bid Conference should intimate Manager (M&C), Oil India Limited, Jodhpur latest by **11.02.2020**.

4.0 **Integrity Pact :** The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

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

5.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

5.2 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>

5.3 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

5.4 MSE Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security

(EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

5.5 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer / service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

5.6 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal on receipt of request for the same.

5.7 Parties, who do not have a User ID, can click on **Guest login button** in the OIL's E-portal to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification in this regard, Bidders may contact Mr. P. Barman, Chief Manager (ERP-MM) at erp_mm@oilindia.in, Ph.: 03742804903/7192/7171/7178.

6.0 **QUERIES/CLARIFICATIONS ON THE TENDER:**

6.1 The prospective Bidders shall submit their queries/clarifications against the tender through E-mail / Courier addressed to General Manager (C&P), OIL INDIA LTD., Rajasthan Project, 2A, District Shopping Center, Saraswati Nagar, Jodhpur-342005, Rajasthan, India and such queries must reach OIL's Rajasthan Project office at Jodhpur latest by 11.02.2020 up to 17:30 Hrs (IST). OIL shall provide clarifications on the date of pre-bid conference to only those queries received within this date. Replies will also be uploaded in OIL's e-tender portal. Queries / Clarifications against the tender received beyond 11.02.2020 will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office.

7.0 **IMPORTANT NOTES:**

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

i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to DGM (M&C), OIL INDIA LTD., Rajasthan Project, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan (India):

- a) Original Bid Security
- b) Printed catalogue and Literature, if called for in the tender.
- c) Power of Attorney for signing the bid.
- d) Any other document required to be submitted in original as per tender requirement.

The above documents including the Original bid security, must be received at OIL's GM (C&P)'s office at Jodhpur on or before 11.00 Hrs(IST) on the Bid Closing date failing which the bid shall be rejected. A scanned copy of the Bid Security shall also be uploaded by the Bidder along with their Technical Bid in OIL's E-procurement site.

ii) Bid should be submitted online in OIL's E-procurement site before 11.00 AM (IST)(Server Time) of the bid closing date as mentioned and will be opened on the same day at 3.00 PM(IST) at the office of the GM (C&P) in presence of the authorized representatives of the Bidders.

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

iv) Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page, otherwise the offer will be rejected. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. Offer not complying with above submission procedure will be rejected.

***The "Techno-Commercial Un-priced Bid" shall contain all techno commercial details except the prices.**

**** Please follow the instructions as per Vendor User Manual for Uploading Price under "Notes and Attachment" or "Condition"**

Note :

* The "Technical Un-priced Bid" shall contain all techno-commercial details **except the prices.**

** The "Price bid" must contain the price schedule and the bidder's commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on "Sign" to sign the file. On Signing a new file with extension **.SIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

Please refer "VENDOR USER MANUAL Rev2" document on OIL's e-tender portal for help on system settings and procedure to upload technical and price bids

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

Thanking you,

Yours faithfully,

OIL INDIA LIMITED

(Bhavik Mody)

Manager (C&P)

For GM-C&P(RF)

For Executive Director(RF)

PART - 1

INSTRUCTIONS TO BIDDERS

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

A. BID DOCUMENTS

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

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No. & Type and Tender Fee
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely mobilization
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Scope of Work/Terms of Reference/Technical Specification & Special Conditions (Part-3, Section-II & related Annexures)
- (f) Price Bid Format, (Section-III)
- (g) Bid Form, (Proforma-C)
- (h) Statement of Compliance, (Proforma-D)
- (i) Bid Security Form, (Proforma-E)
- (j) Performance Security Form, (Proforma-F)
- (k) Agreement Form, (Proforma-G)
- (l) Proforma of Letter of Authority, (Proforma-H)
- (m) Authorisation for Attending Bid Opening, (Proforma-I)
- (n) Integrity Pact, (Annexure-A1)
- (o) Format for Certificate of Annual turnover & Net Worth (Proforma-B)
- (p) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company (Attachment – I)
- (q) Parent Company/Subsidiary Company Guarantee (Attachment – II)
- (r) Format of Agreement between Bidder and Sister Subsidiary/Co-subsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary / Co-Subsidiary (Attachment –III)
- (s) General HSE Points (Appendix-A)
- (t) Procedure for obtaining labour license (Appendix-B)
- (u) Provisions for Purchase Preference Policy (linked with Local Content) (PP-LC)
- (v) Undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.
- (w) List of goods to be imported in connection with execution of contract (Proforma-A)

2.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every

respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the Bidder in whose name the Bid Document has been issued.

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

4.0 AMENDMENT OF BID DOCUMENTS:

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

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

B. PREPARATION OF BIDS

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

5.1 BIDDER'S/AGENT'S NAME & ADDRESS:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

6.0 DOCUMENTS COMPRISING THE BID:

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

(A) TECHNICAL BID

- (i) Complete technical details of the services & equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.11 hereunder.
- (iv) Copy of Bid-Form **without** indicating prices in Proforma-C
- (v) Statement of Compliance as per Proforma-D
- (vi) Copy of Priced Bid **without** indicating prices (Section-III)
- (vii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the Bidder.
- (viii) Undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.
- (ix) All other Annexures and Proforma required to be submitted as per the terms and conditions of the tender.

(B) PRICED BID

- (i) Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab**:
 - (1) Price-Bid Format as per Section-III
 - (2) Bid Form as per Proforma-C
- (ii) The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.
- (iii) For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e. NO PRICE Condition), Bidder must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE condition (i.e. Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidders shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only up to seven (07) days from the date of Price-Bid opening of the e-tender.

7.0 BID FORM: The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

8.0 BID PRICE:

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

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

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

9.0 CURRENCIES OF BID AND PAYMENT:

9.1 A Bidder is expected to submit their bid in Indian Rupees. Currency once quoted will not be allowed to be changed.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1 These are listed in **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

11.0 BID SECURITY:

11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9 hereunder.

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-E** in favour of OIL and payable at Jodhpur, Rajasthan or an irrevocable Letter of Credit (L/C) from any of the following Banks:-

a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic Bidder, or

b) In case of foreign Bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or

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

The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

Note: Bid Security in the form of DD/Cheque/Cashier Cheque or any other mode will not be acceptable.

11.2.1 The following is the Bank details of OIL, Rajasthan Project for obtaining Bank Guarantee:

Bank Details of Beneficiary(OIL, Rajasthan Project)	
a) Bank Name	CORPORATION BANK
b) Branch Name	JODHPUR BRANCH (0492)
c) Branch Address	No. 76, LK TOWER, CHOPASANI ROAD, JODHPUR-342003, RAJASTHAN
d) Banker Account No.	049200201000626
e) Type of Account	CURRENT ACCOUNT
f) IFSC Code	CORP0000492
g) MICR Code	342017002
h) SWIFT Code	N/A
i) Contact No.	0291-2649128, 2625504
j) Contact Person Name	MR. P. RAMNATH DIWAKAR
k) Fax No.	-
l) Email Id	cb492@corpbank.co.in

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

11.4 The Bank Guarantee shall be valid up to 90 days beyond the validity of the bids specified in the Bid Document.

11.5 Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee will be liable for rejection.

11.6 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.

11.7 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

11.8 The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Jodhpur, Rajasthan, the place of issuance of tender.

11.9 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

11.10 The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost.

11.11 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.

11.12 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful Bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 29.0** below is furnished.

11.13 The Bid Security may be forfeited, if:

- i) The Bidder withdraws the bid within its original/extended validity.
- ii) The Bidder modifies/revise their bid suo-moto.
- iii) Bidder does not accept the order/contract.
- iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the Bidder

11.14 In case any Bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be put in the Holiday List for a period varying from six (06) months to two (02) years as the case may be as per Company's Banning Policy (available in OIL website).

11.15 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by Bidder along with the Technical bid in the "Technical Attachment" of OIL's E-portal. The original Bid Security shall be submitted by Bidder to the office of DGM (M&C), Oil India Ltd., Rajasthan Project, 2A-District Shopping Center, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India in a sealed envelope which must reach the office on or before 11.00 Hrs (IST) of the Bid Closing date. The envelope must be super-scribed with "Bid Security", IFB No., Description of Services & Bid Closing Date.

11.16 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

11.17 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's tender issuing office / upload the same in OIL's e-tender portal along with the technical bid.

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

- (a) "MT 760 / MT 760 COV for issuance of bank guarantee
- (b) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

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

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

13.0 PERIOD OF VALIDITY OF BIDS:

13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the Bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

14.0 SIGNING OF BID:

14.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the Bidder using "Class 3" digital certificates with Organizations Name [e-commerce application

(Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Bidder must also have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization].

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

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

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

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

14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.

14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

14.4 Any physical documents submitted by Bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

15.0 SUBMISSION OF BIDS

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

should be uploaded as Attachment just below the “Tendering Text” in the attachment link under “Techno-Commercial Bid” Tab under General Data in the e-portal. **No price should be given in the “Technical Attachment”, otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered. For details please refer “INSTRUCTIONS” documents. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing/Opening Date & Time along with the Bidder’s name” and should be submitted to DGM (M&C), Oil India Ltd., Rajasthan Project, 2A-District Shopping Center, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India on or before 11.00 Hrs (IST) on the bid closing date indicated in the IFB:

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

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

15.2 All the conditions of the contract to be made with the successful Bidder are given in various Sections of the Bid Document. Bidders are requested to state their compliance to each clause as per Proforma-D of the bid document and in case of non-compliance, if any, the same to be highlighted in the Proforma – D and the same should be uploaded along with the Technical Bid.

15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the Bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE: Not applicable.

17.0 DEADLINE FOR SUBMISSION OF BIDS:

17.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached.

17.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the “Forwarding Letter” on or before 11.00 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

18.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.

19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and Bidder shall also be debarred from participation in future tenders of OIL and shall be put in the Holiday List for a period of six(06) months to two(02) years as the case may be as per Company's Banning Policy.

20.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

21.0 BID OPENING AND EVALUATION:

21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.

21.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice-versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

21.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms

and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the Bid Documents, the Company's right or the Bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

21.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

22.0 OPENING OF PRICED BIDS:

22.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified Bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

22.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

22.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

23.0 CONVERSION TO SINGLE CURRENCY: Not applicable.

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

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

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

24.3 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.

24.4 **EXCHANGE RATE RISK:** Since Indian Bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

24.5 **REPATRIATION OF RUPEE COST:** Not applicable.

25.0 CONTACTING THE COMPANY:

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

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

D. AWARD OF CONTRACT

26.0 AWARD CRITERIA:

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

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

27.1 Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidder of the grounds for Company's action.

28.0 NOTIFICATION OF AWARD:

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

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

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

29.0 PERFORMANCE SECURITY:

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

a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic Bidder, or

b) In case of Foreign Bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

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

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

- a) Full address.
- b) Branch Code.

- c) Code Nos. of the authorized signatory with full name and designation.
- d) Phone Nos., Fax Nos., E-mail address.

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

The foreign Bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

The Performance Security shall be denominated in the currency of the contract.

29.2 The Performance Security specified above must be valid up to three (03) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.

29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be put in the Holiday List for a period from six (06) months to two (02) years as the case may be as per Company's Banning Policy.

29.6 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's office.

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

- (a) "MT 760 / MT 760 COV for issuance of bank guarantee
- (b) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

30.0 SIGNING OF CONTRACT:

30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

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

30.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be put in the Holiday List for a period from six(06) months to two(02) years as the case may be as per Company's Banning Policy.

31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

31.1 If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be banned for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.

32.0 CREDIT FACILITY:

32.1 Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

33.0 MOBILISATION ADVANCE PAYMENT:

33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

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

34.0 INTEGRITY PACT:

34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A1** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be uploaded by the Bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who has signed the bid. **If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

34.2 OIL has appointed the following persons as Independent External Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

1. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;
E-mail: rajivmathur23@gmail.com
2. Shri Jagmohan Garg, Ex Vigilance Commissioner, CVC
E-Mail ID: jagmohan.garg@gmail.com
3. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail: rudhra.gangadharan@gmail.com

35.0 LOCAL CONDITIONS:

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

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

36.0 SPECIFICATIONS: Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

37.0 CUSTOMS DUTY: The Tools and the services under this Contract shall be carried out in PML / OALP areas of the Company which have been issued or renewed to Company. Customs Duty on the imports under this Contract presently shall be Nil. Recommendatory letter shall be provided by the Company to avail nil customs duty benefit. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.

37.1 However, the Contractor shall be bound to pay any duty, fine or penalty that may become payable, if any of the conditions of the Customs Notification No. 12/2012-customs dated 17.03.2017 as amended from time to time are not complied with by the Contractor.

38.0 PURCHASE PREFERENCE: Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.

39.0 PRICE PREFERENCE: Price Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for price preference against this tender.

40.0 PURCHASE PREFERENCE ON LOCAL CONTENT: Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP & NG shall be applicable in this tender. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified in **Annexure-X** and shall have to submit all undertakings / documents applicable for this policy.

41.0 General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.

42.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.

43.0 The User Manual provided on the e-portal on the procedure How to create Response for submitting offer may be referred for guidance.

44.0 Bidder must submit undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.

END OF PART - 1

PART- 2

BID REJECTION / EVALUATION CRITERIA (BRC/BEC)

I. BID REJECTION CRITERIA (BRC):

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

1.0 TECHNICAL:

1.1 Bidder should have experience of successfully executing at least 1(one) similar contract for **INR 2.91 Crores** in preceding 7 (seven) years to be reckoned from the original stipulated bid closing date of the tender. Similar nature implies executing man management contract for operating and maintaining any Oil or Gas process facilities of handling Crude Oil or Natural Gas in upstream petroleum sector having boiler battery, captive power generation facility (DG Set), firefighting equipment etc.

1.2 The Bidder/MOU partner (in case of Joint Venture Firms/Consortium) shall have an experience of executing man management contract for operating and maintaining any Oil or Gas process facilities of handling Crude Oil or Natural Gas in upstream petroleum sector having boiler battery, captive power generation facility (DG Set), firefighting equipment etc. as mentioned under Section-I (Terms of Reference/Scope of Work/Technical Specifications) of the Tender Document. Moreover, the Bidder /MOU partner shall have the experience of working in Oil or Gas installation falling within the purview of DGMS. The bidder shall provide the details as per TABLE given below:

Sl. No.	Name of the Company	Name of the Project	Working Duration	Documentary Evidence

1.3 The Bidder/MOU partner should also have at least 1 (One) Year experience of Operation & Maintenance of the following items in the last five (5) years to be reckoned from the original bid closing date. The bidder shall provide the details as per TABLE given below:

- i) Boiler Battery containing at least one Automatic Boiler of minimum capacity 1 (One) Ton.
- ii) Process and Production facilities handling Crude Oil or Natural Gas having Electronic based instrumentation and control.
- iii) Captive power generation facility of minimum capacity of 100 KVA and electrical systems comprising control panel, MCR Panel, Sub-station, transformer, switch gear etc.
- iv) Firefighting equipment and services. If the bidder does not have experience in the same; then the manpower to be deployed for fire services having experience as mentioned in the Annexure-A under the heading "Key Personnel" of Section-I in the last five (5) years will be accepted as experience of the bidder. In this context, along with the Technical bid the bidder must provide the details of those manpower of fire services along with experience certificates.

Sl. No.	Name of the Company	Name of the Project	Working Duration	Documentary Evidence

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1.4 Documents establishing the above experience must be submitted along with the technical bid. These documents shall be in the form of:

- i) Copies of relevant pages of contract document showing contract number, period of contract and detailed Scope of Work etc.
- ii) Copies of experience Certificate(s) or payment certificates or any other documents which substantiate execution of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.)

Note: The capacity of the boiler battery shall be clearly mentioned in the documents (i.e. either (i) or (ii) above) submitted by the bidder.

2.0 The contractor shall provide a declaration along with the technical bid that the key manpower to be deployed for the intended work (Ref. Section I, Terms of Reference/Scope of Work/Technical Specifications) shall have the qualification and experience as mentioned under Annexure-A. However, the Bidder shall provide details of qualification, experience and other relevant data of the Key personnel for scrutiny and clearance by the company before actual deployment. The minimum required quantity, qualification & experience of the key personnel are stipulated in Annexure-A (Section-I) of the tender document under the heading "Key Personnel". The bid is liable for rejection without the declaration certificate, as mentioned.

3.0 Bidders must confirm mobilization & completion of the PART-A & PART-B services as per clause 3.0 of Section-II (SCHEDULE OF RATES AND PRICE BID FORMAT). The bid mentioning mobilization & completion period more than that mentioned in the clause will be rejected. Mobilization is to be done in 90 days from issue of LOA.

4.0 In case of consortium/ Joint venture, the leader should have relevant experience as per clause nos. 1.1 and 1.2 above. However, in absence of direct experience of the leader in areas explained in Para 1.3 above, any other member of the consortium/JV having adequate experience as mentioned therein and defined by the following parameters will also be considered:

- a) There must be a clear commitment accountability clause of the partners in the MOU.
- b) Clear indication of MOU validity period covering the entire period of the proposed contract.
- c) Extent of financial stake/equity participation of the MOU partners.
- d) Documentary evidence of MOU partner as indicated in Para 1.2 of above.
- e) A clear undertaking from the MOU partner not to resign from their obligations during the currency of the contract specifically indicated their role in execution of the agreement.

5.0 Bidder(s) quoting in Collaboration / joint venture Partnership/ Consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected.

6.0 Any offer which does not include all the jobs/services mentioned in the Scope of Work will be considered as incomplete and rejected.

7.0 The bidder shall be deemed to have visited the site and familiarized himself thoroughly with the site conditions before submitting the tender and quote accordingly. Non familiarity with the site conditions will not be considered a reason for extra claims.

8.0 In case the bidder is currently executing a contract of similar nature which is still running, then the value of contract executed prior to the original bid closing date should be at least **INR 2.91 Crores**.

9.0 Documents: Bidder must furnish documentary evidences, in support of fulfilling all the above requirements as under along with the Technical (unpriced) bid:

- a) Copies of relevant pages of Contracts & certificates issued by the clients as mentioned in clauses 1.2 and 1.3.
- b) A legally valid MOU with the party as explained below
- c) A declaration to provide the key manpower as per qualifications, experience and number indicated in Annexure-A (Section-I) of the tender document under the heading "Key Personnel".
- d) Bidder must provide an undertaking along with Technical Bid indicating that they have gone through the scope of work and visited the work site for assessment of the job involved and competent enough to carry out the intended work
- e) Copies of experience Certificate(s) or payment certificates or any other documents which substantiate execution of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.)

10.0 Bidder should confirm in writing that all log sheets, maintenance schedule, SOP's will be prepared in consultation with OIL before commencement of contract.

11.0 **Indian Company/Indian Joint Venture Company as bidder:** In case the bidder is an Indian Company/Indian Joint Venture Company, either the Indian Company/Indian Joint Venture Company or its Technical Collaborator/ Joint venture partner must meet the criteria under above clauses.

- i. Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the Technical Bid, in support of the experience criteria laid down above.
- ii. Indian Companies/Joint Venture Companies: Indian bidders whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date of price bid opening. Bidder must submit along with their technical bid Memorandum of Understanding (MOU)/Agreement with their technical collaborator / Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work.
- iii. MOU/Agreement concluded by the bidder with technical collaborator/joint venture partner (in case of Joint Venture), must also be addressed to the Company, clearly stating that the MOU Agreement is applicable to this tender and shall be binding on them for the entire contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.
- iv. The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

1.0 In case the Bidder is a Consortium of Companies, the following requirements must be satisfied by the Bidder:

- A. In case of consortium bidding the members of the consortium should not be more than three. One of the members should be the leader of the consortium. The leader of the consortium can submit bid on behalf of consortium of bidders. Memorandum of Understanding (MOU) between the consortium members duly executed by the CEOs or authorized representative of the consortium members must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of the consortium and also authorizing the leader for signing and submission of Bid on their behalf. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. The division in scope of work among Consortium Members shall commensurate with their past experience. The overall Project Management shall be performed by the Leader. All Members of the Consortium shall assume responsibility jointly and severally and shall submit Agreement/MOU along with the Bid clearly defining the scope and responsibility of each member along with nomination of the Leader. This Agreement/MOU must remain in force at least till the end of Defects Liability Period and shall be extended if required as per the Company's advice. The following provisions should also be incorporated in the MOU executed by the members of the consortium:
- (i) Only the leader of the consortium shall submit bid on behalf of the consortium. The other members of the consortium shall rectify all the acts and decision of the Leader of the Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
 - (ii) The bid security shall be in the name of the leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly, the performance security shall be in the name of the leader on behalf of the consortium.
 - (iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.
 - (iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium /joint venture members.
 - (v) Payment shall be made by OIL only to the leader of the consortium towards fulfillment of the contract obligation.
 - (vi) In case of consortium bids, the bid shall be digitally signed by the authorized representative of the leader of the consortium. The power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid, if the same is not mentioned in the MOU submitted along with the bid.
 - (vii) Document/details pertaining to qualification of the bidder of document attached with the bidding documents must be furnished by each partner/member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
 - (viii) The Consortium Leader and the distribution of work will be identified and set forth in the bid and will not be permitted to change thereafter without the consent of the Company. No change in project plans, time tables or pricing

will be permitted as a consequence of any withdrawal or failure to perform by a Consortium Member.

- (ix) **Constitution of consortium:** If during the evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to knowledge at any time, the bid of such a consortium shall be liable for rejection.
- (x) **Signing of contract:** In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability shall be binding to each member of the consortium jointly and severally.
- (xi) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same principal/Subsidiary/Co-Subsidiary/Sister subsidiary will be rejected. Joint venture partnership / collaboration, with a firm bidding as an independent identity against this tender, will not be accepted.
- (xii) The consortium partners should satisfy the experience criteria as per Clauses above in their respective domain.
- (xiii) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.
- (xiv) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

II. FINANCIAL CRITERIA :

- 1.0 Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least **INR 2.91 Crores**. In case the bidder is a Consortium of companies, then the minimum annual financial turnover during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date for the consortium members should be as under:
 - i) Atleast One member of the Consortium: INR **2.91 Crores**.
 - ii) Other members of the Consortium: INR 1.455 Crores.
- 2.0 **Net Worth** of the Bidder should be positive for the preceding financial/ accounting year. In case the bidder is a Consortium of companies, then the net worth of all the consortium partners individually should be positive for the financial/accounting year preceding the bid closing date.
- 3.0 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03(three) financial/accounting years should be submitted along with the technical bid.

Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the Bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered.

However, the Bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited so far'.

Notes :

(a) 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 & Net worth as per format prescribed in ANNEXURE-CA,

OR

ii) Audited Balance Sheet along with Profit & Loss account.

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

4.0 In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.

- i) Turnover of the parent/ultimate parent/holding company should be in line with Para II.1.0 above.
- ii) Net Worth of the parent/ultimate parent/holding company should be positive.
- iii) Corporate Guarantee on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
- iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.

III. COMMERCIAL CRITERIA:

The following vital commercial criteria should be strictly complied with failing which the bid will be rejected:

- 1.0 Bids shall be submitted under single stage two-bid system i.e. Technical Bid and Priced Bid separately. Bids shall be rejected outright if the prices are indicated in the technical bids or if not conforming to this two bid system.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful Bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bids with shorter validity i.e. less than **120 days** from the bid closing date shall be rejected as being non-responsive.
- 4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Jodhpur before bid closing date & time. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.
- 5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with

the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

- 6.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other from shall not be accepted.
- 7.0 Bids submitted after the Bid Closing Date and Time shall be rejected.
- 8.0 The bid documents are not transferable. Bids made by Bidders who have not been issued the bid documents from the Company shall be rejected.
- 9.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.
- 10.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by Bidders, in which case such corrections shall be initialled by the person(s) signing the bid.
- 11.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.
- 12.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.
- 13.0 Bidders shall quote their price exclusive of GST. The GST amount on the taxable part of the goods/services provided by the Contractor shall be paid by the Company as per provisions of the GST Act.
- 14.0 Any Bid containing false statement shall be rejected.
- 15.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise the Bid will be summarily rejected.
- 16.0 Bidder must accept and comply with the following clauses as given in the Bid Document in Toto failing which bid will be rejected: –
 - i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage and penalty clause
 - vii) Safety & Labour Law
 - viii) Termination Clause
 - ix) Integrity Pact
 - x) Withholding Clause

IV. GENERAL CRITERIA:

- 1.0 The Statement of Compliance 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, 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.

- 2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in totality must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 Any exception or deviation to the Tender requirements must be tabulated in "Statement of Compliance" 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.
- 4.0 The Integrity Pact (Annexure-A1) must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid.
- 5.0 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.
- 6.0 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.

V. DOCUMENTS

Bidders must furnish documentary evidences with the specific chapters, separated by dividers, in the same order as set out here below (a) to (e) in support of fulfilling all the requirements.

- a. Experience of bidder – Statement to be furnished by bidder in tabular form along with copies of contracts / work orders / completion certificates / proof of release of Performance Security/ final payment certificates issued by the clients/ any other documentary evidence that can substantiate the satisfactory execution of the contracts.
- b. Financial turnover of bidder– Audited balance sheets / profit and loss accounts etc. for the past three (3) years.
- c. Contractor's general structure and organisation, including the branch / sub-division dedicated to such activities.
- d. Details of bidder's Health, Safety and Environmental Policy and Programme together with HSE Management System.

END OF PART - 2

PART-3

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

(a) "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) "Company" or "OIL" means Oil India Limited;

(d) "Contractor" means the Contractor performing the work under this Contract.

(e) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.

(f) "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.

(g) "Contractor's items" means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed in Tender Document under Terms of Reference and Technical Specifications.

(h) "Company's items" means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract.

(i) "Company Representative" means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall coordination and project management purpose.

(j) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.

(k) "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 07:00 hrs. and ending at 07:00 hrs.

(l) "Party" means either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively.

(m) "Site" means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated

hereinafter as forming part of the Site.

(n) "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.

(o) "Wilful 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.

(p) "Affiliate" means any Person Which Controls, or is Controlled by, or under common Control with a Party; "Control" in this context means ownership of more than fifty percent (50%) of the shares of a Person and/or the right to appoint majority directors on Board by contract or otherwise.

(q) "Co-venturers" shall mean any co-venturers with the Company from time to time having an interest in either the PSC and/or a Joint and/or associated contracts for the purposes of exploration and production in Operating Contract the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.

2.0 EFFECTIVE DATE, MOBILISATION TIME/DE-MOBILIZATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

2.1 EFFECTIVE DATE OF CONTRACT: The contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.

2.2 MOBILIZATION/De-MOBILIZATION TIME OF THE CONTRACT: Company expects quick mobilization to commence the work at the earliest. The mobilization is required to be completed in all respect within 120 days from the date of LOA or Mobilisation notice from the company. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

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

2.4 DURATION OF CONTRACT: The contract shall be valid for a period of Three (03) years from the Date of Commencement of the Contract with a provision for extension by another One (01) year or part thereof at the same rates, terms and conditions.

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

3.1 Perform the work described in the Terms of Reference (Part-3, Section-II) in most economic and cost effective way.

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

3.5 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. The period of time for which each rate shall be applicable shall be computed from and to the nearest an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (07) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Schedule of Rates. These rates are payable when the required condition has existed for a full 24 hours' period. If the required condition existed for less than 24 hours, then payments shall be made on pro-rata basis.

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

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

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

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

Replacement personnel should be mobilized within ten (10) days from the date of issuance of notice without affecting the operation of the company.

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

5.4 Contractor's key personnel shall be fluent in 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 till the Unit/equipment/tools/personnel 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.

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

7.5 However, the above obligation shall not extend to information which:

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

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

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

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

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

8.0 TAXES:

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 taxes and levies other than GST and customs duty on purchases and sales made by Contractor shall be borne by the Contractor.

8.8 **Goods and Services Tax (GST):** The quoted price should be exclusive of GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. Bidder should take note of the following while submitting their offer in GST regime.

GOODS AND SERVICES TAX:

G1. "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

G2. The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

G3. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/Client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL / Client shall not be liable to make any payment on account of GST against such invoice.

G4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.

G5. GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL/Client.

G6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL/client or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL/client, then OIL/client shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/Client to Contractor / Supplier.

G7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL / Project Owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL / Project Owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

G8. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL / Client for reasons attributable to Contractor / Vendor, OIL / client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL / client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL / Project Owner.

G9. TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

G10. The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/ concessions available under tax laws.

G11. The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

G12. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

G13. OIL/client will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL/client is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

G14. GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & levies except Goods & Service Tax (GST).

Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

G15. Documentation requirement for GST

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to Owner/OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars-

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services;
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);

- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/ UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner-

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. 15. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

G16. GENERAL REMARKS ON TAXES & DUTIES:

In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

8.9 Oil India Ltd., Rajasthan Project's GST provisional ID No. :08AAACO2352C1ZX

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 insurance amongst others:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance 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.

- e) Automobile Public Liability Insurance covering 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.

9.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

10.0 **CHANGES:**

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

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (SECTION-III). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's

performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended 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 (15) 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):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.

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 TERMINATION DUE TO NON-AVAILABILITY OF EQUIPMENT/PERSONNEL: 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 15 (fifteen) 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 of services as per the Contract up to the date of termination including the Demob 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
Up to INR 5 Crore	Sole Arbitrator	OIL
Above INR 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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

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

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

6. Parties agree that neither shall be entitled for any pre-reference or pendent-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)
Up to INR 5 Crore	Within 8 months
Above INR 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, Department 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 Duliajan, Assam. 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:

a) **Company**

OIL INDIA LIMITED
2- A, DISTRICT SHOPPING CENTRE
SARASWATI NAGAR, BASNI,

b) **Contractor**

Fax No. :

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(s). 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 AND PENALTY FOR DEFAULT IN TIMELY MOBILISATION:

17.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in para 2.2 above.

17.2 If the Contractor fails to mobilise within 45 days after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

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

17.4 Liquidated Damages are to be recovered from the final bill & not from the running bills. In case adequate amount may not be available in the final bill, necessary recovery can be made from previous bill(s). If the time delay in mobilization is made up by the party by early completion of the job, no LD will be deducted. Similarly, if the mobilization has been completed before scheduled period of mobilization but completion of job has been delayed, LD will be applicable only for the period exceeding the total period allowed for mobilization and Job Completion put together. In case, both mobilization and completion have been delayed, the LD will be applied for both and the same will be recovered from the final Bill. If final bill is not sufficient, then recovery can be made from the previous bills.

18.0 PERFORMANCE SECURITY:

The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of 01 year estimated Contract Price) with validity of three (03) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

19.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's engineer/chemist 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.

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

21.0 LIABILITY:

21.1 Except as otherwise expressly provided, neither Company nor its 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.

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors or its Affiliates or Covertures 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.

21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its 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.

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

21.6 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.

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

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

22.0 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of wilful 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.

23.0 INDEMNITY AGREEMENT:

23.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

23.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and

character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

24.1 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract Labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract Labour shall be borne by the Contractor.

24.2 Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.

24.3 The Contractor shall not engage Labour below 18 (eighteen) years of age under any circumstances. Persons above 60 (sixty) years age also shall not be deployed except Manager / Superintendent.

24.4 Moreover, the Contractor should obtain and produce in advance to commencement of Work the following certificate / approvals:

- (i) Approval from DGMS / DDMS for shift patterns in excess of 8 hours.
- (ii) Total manpower list.
- (iii) License/certificates from specified authorities for the equipment and personnel, if required.
- (iv) All certificates as per applicable laws including Mines Acts.
- (v) Regional Labour certificate, if required.

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

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 INSPECTION OF MATERIALS

27.1 INSPECTION BY CONTRACTOR: The Contractor agrees to perform a visual inspection, using its personnel, of all materials and appliances furnished by the Company when delivered into Contractor's possession and shall notify Company's representative of any apparent defects observed therein so that Company may replace such defective materials or appliances. If Contractor fails to notify the Company of any apparent defects as provided above, it shall be conclusively presumed that such materials and appliances are free from such apparent defect. Contractor shall not be liable for any loss or damage resulting from the use of materials or appliances furnished by the Company containing latent defects. Upon the termination of this Agreement, Contractor shall return to the Company at the Well- site all machinery, equipment, tools, spare parts and supplies received by Contractor from the Company or purchased by the Contractor for the Company's account and not used or consumed in the operations, in as good condition as when received by Contractor, normal wear & tear excepted. If damage to any of the Company's equipment is caused due to sole negligence of the Contractor, same will be repaired or replaced at Contractor's cost. Contractor shall, if requested by the Company also maintain or repair, at its cost, any of the Company's items, at the Drilling Unit Which Contractor is qualified to and can maintain or repair with Contractor's normal complement of personnel and the equipment at the Drilling Unit provided however that the Company shall at its cost provide all spare parts and materials required to maintain or repair the Company's items. However, it shall remain the Company's basic responsibility and liability to ensure that such items are always in good workable condition.

27.2 INSPECTION BY OPERATOR: The Company shall have the right to inspect and reject for any valid cause any items furnished by Contractor and Contractor shall replace or repair at its sole expense such items so rejected with items free of defects, to the satisfaction of the 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 CUSTOMS DUTY:

29.1 Company shall use the Services under the Contract in the OALP areas and therefore, in terms of Notification No. 12/2012-Customs dated 17.03.2012 issued by Govt. of India, Ministry of Finance (Department of Revenue) and amended Notification No. 12/2016-Customs dated 01.03.2016, goods specified in List-34 (Condition No. 40A) under Serial No. 357A imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in List-34 (Condition No. 40A) under Serial No. 357A of the aforesaid Notification.

29.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.

29.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.

29.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actual whichever is less (for the first time import) and at actual (for subsequent imports), provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

29.4.1 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

29.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PML/NELP areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those PML and NELP areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

30.0 **DEMOBILISATION & RE-EXPORT:** The Contractor shall arrange for and execute demobilization of the Tools/Equipment/ Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion / termination of the contract and shall include equipment/tools/accessories, including the manpower and re-export of the equipment/tools/accessories (if re-exportable), unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the equipment/ tools/ accessories and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the equipment/ tools/ accessories and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

30.1 In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.

30.2 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue.

Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

30.3 In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of the materials, equipment, its accessories and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties(if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

31.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:

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

31.2 **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.

31.3 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.

31.4 **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.

31.5 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.

31.6 Contractor shall submit three (03) 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.

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

31.8 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 31.3 above.

31.9 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.

31.10 Payment of final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:

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

31.11 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.

32.0 APPLICABLE LAW:

32.1 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 Jodhpur, Rajasthan.

32.2 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 Rajasthan Tax Act
- l) GST Act
- m) Customs & Excise Act & Rules
- n) Rajasthan Entry Tax Act
- o) Income Tax Act. & Sales Tax Act.
- p) Insurance Act.
- q) HSE Guidelines

32.3 EXPATRIATE PERSONNEL: If any expatriate personnel are engaged by the Contractor to perform the services required under the contract, securing permission from the Ministry of External Affairs (MEA), Ministry of Home Affairs (MOHA), Ministry of Defence (MOD) Govt. Of India and Local Authorities on time shall rest on the Contractor. OIL will only assist the Contractor by providing introductory letter / recommendatory letter required, if any, for securing the above permissions.

33.0 SUBSEQUENTLY ENACTED LAWS: Subsequent to the date of bid closing, 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.

34.0 SET-OFF: Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract 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).

35.0 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 Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.

- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) 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, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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.

36.0 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.

37.0 INGRESS AND EGRESS AT LOCATION:

37.1 The Company shall provide the Contractor, if required, requisite certificates for obtaining rights of ingress to, egress from locations where jobs are to be performed, including any certificates required for permits or licenses for the movement of the Contractor's personnel/equipment. Should such permits/licenses be delayed because of objections of concerned authorities in respect of specific Contractor's person(s), such person (s) should be promptly removed from the list by the Contractor and replaced with acceptable person (s).

38.0 GENERAL HSE GUIDELINES:

38.1 For General guidelines with respect to Health, Safety and Environmental aspects Appendix – A to be referred.

39.0 **POLLUTION:**

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

39.2 The Company agrees that Contractor shall not be responsible for and company shall indemnify and hold Contractor, its agent, servants, officers and employees harmless from any liability, loss, cost or expenses or loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/operations unless such pollution or contamination is caused by Contractor's gross negligence.

40.0 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, Indemnify and hold Contractor and its sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and Attorney fees) for

- a) Damage to or loss of any reservoir or producing formation, and/or
- b) Damage or loss of any well, and/or
- c) Any other subsurface damage or loss, and/or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

END OF SECTION – I, Part - 3

PART - 3

SECTION-I

TERMS OF REFERENCE / SCOPE OF WORK / TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION:

OIL INDIA LIMITED (OIL), a premier National Oil Company, is engaged in the business of exploration, production and transportation of crude oil and natural gas for over five decades. It is a Navratna Company under Ministry of Petroleum and Natural Gas, Government of India and the second largest National Oil Company in the country.

Rajasthan Project, one of the projects of OIL, is engaged in exploration and production of Natural Gas from Jaisalmer Basin and exploration of Heavy oil in Bikaner-Nagaur basin within Jodhpur Sandstone of Infracambrian age of Western Rajasthan in India. OIL intends to exploit heavy oil from Baghewala structures with state of the art technology.

DEFINITIONS:

COMPANY	Oil India Limited
CONTRACTOR	Means the Contractor performing the work under this Contract.
COUNTRY OF OPERATION	Means, India.
OPERATING AREA	Means the onshore area defined as Baghewala.
FUNCTIONAL SPECIFICATION	Features, characteristics, process conditions, boundaries and exclusions defining the performance of a product or service, including the quality assurance requirements.
SCOPE	State scope of document as intention, i.e. what the document intended to achieve.
SHALL/WILL	Is used to indicate requirements that MUST be satisfied in order to comply with the Scope of Work.
SHOULD	Is used to indicate requirements that are preferred. CONSULTANT propose alternatives shall clearly identify as such and shall be supported with objective evidence.
MAY	Is used to indicate that a provision is OPTIONAL.
IBR	Indian Boiler Regulations-1950 with latest amendments
Contractor's Personnel	Means the personnel to be provided by the Contractor to provide services as per the contract.

2.0 OPERATING AREA: GENERAL DESCRIPTION OF BAGHEWALA AREA

2.1 GEOGRAPHIC LOCATION:

Baghewala, the area of operation, is located at the western part of the country India and in the State of Rajasthan. Rajasthan encompasses most of the area of Great Indian Desert (Thar Desert), which has an edge paralleling the Sutlej-Indus river valley along its border with Pakistan. The region borders Pakistan to the west, Gujarat to the southwest, Madhya Pradesh to the southeast, Uttar Pradesh and Haryana to the northeast and Punjab to the north.

The nearest airports to the operating area are Jodhpur & Jaisalmer Airports and located at a distance of around 250 km. The nearest railway station is Phalodi. Distance of the field in google map is attached as Annexure-I.

2.2 ENVIRONMENTAL CONDITIONS:

Components	International System (SI)
Ambient Temperature (Max. / Min.)	58 / -1 Deg C
Humidity (Max.)	40%
Average Rainfall	25 mm/year
Wind velocity(Max.)	128 KM/Hr
Frequency of Sand storm	March to September and occasional during the remaining period.
Seismic	Zone III, Moderate
Weather	Four distinct seasons - Pre monsoon, monsoon, post-monsoon and Winter
Topography of Site	Part of Thar Desert

3.0 HYDROCARBON PROSPECT:

3.1 WELL EVIDENCE:

A total of 15 (Fifteen) wells have been drilled in the Baghewala ML area and more wells are proposed in the days to come. A drilling campaign is underway in the field and under this campaign drilling is almost complete in four wells where production testing is pending.

The presence of heavy oil in Baghewala structure has been established during 1991 through drilling of the first exploratory well BGW-1 in the structure. The well BGW-1, drilled down to the basement (TD – 1375 m), encountered heavy oil (17 – 19 Deg API) in the deeper Infracambrian formations viz., Jodhpur and Bilara.

The fourth well, BGW-4, is located at a distance of about 2.4 km towards ENE from well BGW-1. This well was drilled as the second appraisal well of Baghewala structure and drilled down to 1152 m within Malani Volcanics. On conventional production testing of 1090 m Jodhpur Sand, the presence of high viscous heavy oil was established.

The well BGW-5 is located at a distance of about 2.6 km towards WSW from BGW-1. This is the third appraisal well drilled in Baghewala structure. The well was drilled down to a depth of 1252m within Malani Volcanics. On conventional production testing of 1181 m Jodhpur Sand, the presence of high viscous heavy oil was established.

The well BGW-6 was drilled as Pilot well for recovery of Bitumen from Upper Carbonate Formation using Steam Injection technology on experimental basis. The well was drilled down to a final depth of 857m and completed for cyclic steam injection. However, during injection of steam attempted twice in

2006 and 2007, operational problem related to elongation of casing with well head and leakage of steam was encountered and the project had to be suspended. However, this well is now converted into a water injection well.

Two more wells BGW#7 & BGW#8 were drilled in Baghewala Area. In BGW#8, the first cycle of Cyclic Steam Injection was done where steam was injected into the well at a temperature of 300 deg C & at a pressure of 95 ksc.

Besides these, two horizontal wells BGW#9 & 10 were drilled which have down hole heater and artificial lift along with DIS in BGW#9.

Wells BGW#11 has been drilled in Upper Carbonate Reservoir where CSS is planned & a J Bend well BGW#12 has been drilled and production testing is planned.

Well BGW#13 is under production testing and drilling is in progress in BGW#14 & 15.

3.2 PRODUCTION EFFORT:

Experimental Production Testing of BGW-1 and BGW-4 was carried out in the year 1995 with Progressive Cavity Pump (PCP) and Bottom Hole Heater Completion and achieved a maximum production rate of 3-4 KLPD (18-25 BOPD).

In the year 2009-10, another Experimental Cold Production of Heavy Oil was carried out with Chemical Stimulation and Sucker Rod Pump Artificial lift assistance in BGW-1 and BGW-4. An intermittent production rate of 4.5-5.5 KLPD (25-30 BOPD) was achieved.

In the year 2016-17, by applying steam through hired Mobile Steam Generator production rate upto 25 KLPD was achieved from BGW-1 & BGW-4. Now, BGW-1, BGW-4, BGW#7, BGW#8, BGW#9 & BGW#10 are in production and the crude is stored in the storage tanks at the well site without any process involvement. Presently, OIL is dispatching the crude of BGW to ONGC, Mehsana through bowser for onward dispatching to IOCL Koyali Refinery.

OIL intends to produce from another 5 to 6 Wells within this year.

4.0 DEFINITION OF WORK:

The contractor shall carry out perform the work under the contract for Operation & Maintenance of OIL's Production facilities at Baghewala Field for a period of 3 (three) years with a provision of extension by another one year with same rates terms and condition.

5.0 PRODUCTION FACILITIES AND INFRASTRUCTURE:

Salient facilities of the Baghewala#8 installation & Well Installations

- i. High Pressure Boiler System,
- ii. MP Boilers,
- iii. Separator,
- iv. Heat Exchangers,
- v. Steam line with blowdown, steam traps etc.
- vi. Crude oil tanks of various capacities ranging from 160 kl tanks to 37.37 kl tanks
- vii. Fire water storage, pumping system, Fire Hydrant & Fire Water Network,
- viii. Water Treatment Plant,

- ix. Transformers,
- x. Office cum residence cabins,
- xi. Water storage- 110 m x110 m Water Storage Reservoir,
- xii. Security cabins,
- xiii. Zero discharge to outside environment,
- xiv. Green belt all around the installation
- xv. Artificial lift (SRP & PCP)
- xvi. Electric Down Hole Heaters (EDH)
- xvii. Diluent Injection Strings in wells including pumps (DIS)
- xviii. Crude, Water, Steam, Steam Condensate line network;
- xix. H2S Scavenging & Antifoam tanks & motor driven pumps;
- xx. Wellhead set up
- xxi. Bowser Loading pumps;
- xxii. Electrical Illumination;
- xxiii. Electrical Distribution, UPSs & MCC Panel;
- xxiv. Complete Plant Control & Instrumentation systems including local panels, field instruments, Electronic PID controllers, Process connection & pipping, instrumentation cables, junction boxes etc.;
- xxv. DG Sets

8.0 DESCRIPTION OF PRODUCTION FACILITIES AND INFRASTRUCTURE OF THE CONTRACT:

Production Facilities and Infrastructure of the Contract:

i. CSS Infrastructure:

- a. HP Boilers along with ancillaries (water treatment plant, diesel pumps, air compressor etc.) at Baghewala#8;
- b. Production Surface Setup that includes tanks, water jackets, separators, piping network (steam, oil & water);
- c. Well Site with wells for CSS along with piping network, valves, check valves, flowmeters, controllers etc. along with Artificial Lift at well site- Sucker rod pumps, motors etc.
- d. Crude, Water, Steam Flow line network;
- e. Fire Service Facilities at CSS Facility & Well Sites;
- f. Power Supply Systems at CSS Facility & Well Sites;
- g. Instrumentation, PLC and Telecommunication system.
- h. Water Storage & water reservoir;
- i. Water pumping system
- j. Skid mounted Boilers
- k. Crude Oil Storage tanks of capacity 160 kls (3 nos) along with 37.37 kl tanks
- l. Bowser loading pumps
- m. Office, control room, bunk house cum residence
- n. DG Sets (380 kva-2nos) & lower capacity
- o. Transformers
- p. Fire Tender

ii. Well Site Infrastructure-

- a. Wells along with surface facility in Baghewala & Tavriwala Field
- b. Artificial lift in each well
- c. Crude oil storage tanks (37.37 kl tanks)

- d. Bowser loading Pumps
- e. DG Sets
- f. Transformers in some wells (4 nos)
- g. Electric Downhole Heater in some wells
- h. Diluent Injection String along with pumps in some wells

8.1 Process Description:

The quality of the crude oil from the Baghewala PML area are of high viscous having °API around 14⁰ – 18⁰ API. Natural production of the crude from these wells are not possible. So, OIL produces the oil through Cyclic Steam Stimulation (CSS) method or using artificial lift by using Sucker Rod Pump (SRP) or Progressive Cavity Pump (PCP).

CSS is carried out from the central location at BGW#8 where the boilers are placed. From the central location, CSS is done in minimum four wells in the vicinity of BGW#8 as of now.

Steam injection is an increasingly common method of extracting such type of heavy crude oil. In Cyclic Steam Stimulation (CSS) there will be three phases:

- a) Injection Phase: The high temperature saturated steam produced from the HP Boiler will be injected to the well for a definite period of time as per OIL requirement (21 days or as decided by OIL).
- b) Shut-in Phase: After injection the well will be shut-in and kept in soak period for some days (7 days or as decided by OIL).
- c) Production Phase: After shut-in phase, the viscosity of the oil will reduce and the oil will be produced initially on its own and then by artificial lift using by Sucker Road Pump.

OIL has successfully carried out CSS in BGW#8 (THREE CYCLES) till now and intend to carry the same in minimum three wells in the future in the vicinity of BGW#8. Steam injection is done continuously for 12-21 days in a well based on its injectivity. After steam is injected into the well, minimum seven days are given as soaking period to the well after which production is done from the well. After injecting HP steam into the well bore and after soak period, the viscosity of the hydrocarbons decrease and the low viscous liquid will be produced. The produced emulsified liquid will be degasified at the well site and the gas will be flared. It has been planned to pump the liquid to the Production Surface Set-up at BGW#8 through pipeline.

A) OIL has installed two (2) nos. of HP Boiler of maximum working pressure of 176 kg/cm² with other ancillaries for producing steam for injection into the well bore. The raw water from the RCC water pond will be treated at Water Treatment Plant at BGW#8. The treated water will be stored in overhead/over ground water tanks for steam production in the HP boiler.

B) The liquid pumped from the well site goes through a two phase separator (V-01), whose operating pressure is 3.0 kg/cm². Two streams are separated here: gas and liquid. The H₂S scavenger solution is usually dosed at the inlet of the separator to reduce H₂S concentration thereby reducing the chances of corrosion. The oil goes through three water jackets initially to reduce its temperature before it is collected in tanks. The crude oil will be stored in steam jacketed crude oil storage tanks in which intermittent steam injection needs to be done. The crude will be loaded to the tanker through bowser loading pump installed at the installation and will be dispatched to the designated customer. The oil in the tanks will be heated with steam from a separate skid mounted boiler or through mobile steam generator so that its mobility improves for loading it into bowsters with the help of pumps.

OIL has three 160 kl tanks installed at BGW#8 which is connected to all adjoining wells. These tanks will store the oil and from there on the crude will be despatched through bowsters. Besides these 160 kl tanks,

there are 37.37 kl tanks installed in all the well locations. Heavy crude is stored in these tanks and crude is despatched from these well locations through bowzers with the help of bowser loading pumps.

Note: OIL may modify the process as per requirement for production of crude.

The detailed layout of BGW#8 is attached here as Annexure-II.

Also the map of the Baghewala field is attached here as Annexure-III.

8.2 Fire Service Facilities:

Fire fighting facilities includes adequate number of portable fire extinguishers at strategic points, diesel engine driven fire water pump along with fire water ring main with hydrant, hoses, monitors, drenching and foam system to cover the processing equipment in the plant and location.

OIL has Fire Tender for Baghewala fields for firefighting that has to be maintained and operated by bidder.

8.3 Power Supply Systems:

a) At Well Sites: 100/200/380 KVA Diesel Generator set with standby Generator set is installed to take care of power supply. DG Sets may be of other capacities as well in the well depending on the load but not more than 380 kva.

b) DISCOM Power is available at BGW#1, 4, 6 & 8. DISCOM Power will be soon available at some other well locations as well.

Note: OIL may install additional low capacity Diesel Generator set for area lighting of the installations.

8.4 Instrumentation, PLC and Telecommunication system:

Instrumentation is designed and implemented for complete automation of the plant and the boilers. The boilers are equipped with Siemens PLC and the Pilot plant has digital indicating controller, alarm annunciator etc.

Handheld walkie-talkie operating at VHF will be provided for intra communication at plant and at well site.

8.5 Water Reservoir: OIL has a water reservoir at BGW#6 of capacity 5000 KL for boiler feed water. The water is transported from BGW#6 through pipeline with the help of pump. There is also a 160 kl tank to provide as storage facility for water and better transportation. The water reservoir is feed from the Indira Gandhi Canal through nalas/channels connected to it. The channels needs to be cleaned & monitored time to time by the bidder.

8.6 Crude Oil manifold Connecting to tanks- A 10-point crude oil manifold with steam injection facility is available at BGW#8 for handling the crude oil coming from nearby wells into the tank. All the wells in the vicinity of BGW#8 is connected to this manifold with the help of pipelines with steam injection facility.

9.0 SCOPE OF WORK FOR O&M:

9.1 PRODUCTION:

i) To operate the boilers and its ancillaries and produce high quality steam for Heavy Oil exploitation. Preventive maintenance schedule should be maintained and executed accordingly. To check and record

process parameters of the boilers and recorded the same in Service Provider's log-sheet in each shift on hourly basis. For any abnormality observed, corrective actions shall be taken instantly. For any critical situation the matter should be mutually discussed with the Company's representative.

ii) To operate & maintain the Water Treatment Plants. To maintain the parameters of the treated water like pH, Oxygen & Conductivity within acceptable limit as per OIL instruction. Chemicals for water treatment will be provided by the Company. Records should be maintained in prescribed formats. Bidder has to ensure that feed water hardness is maintained at all times.

iii) To operate the wells of Baghewala fields for steam injection and production. To check and record flow line pressure of the wells and the same shall be recorded in log-sheet in each shift on hourly basis. For any abnormal increase or decrease of the same, corrective actions shall be taken instantly in consultation with OIL.

iv) To operate all artificial lift including Sucker Rod Pumps, Progressive Cavity Pump deployed at the well sites. Running-in & pulling-out of the rod and pump as per instruction of OIL site-in-charge has to be done by bidder's personnel. During Running-in & pulling-out of rods and pump, bidder's personnel has to observe utmost care for any fishing job. Bidder's personnel have to tighten rods to the required torque as instructed. Production Engineer from Bidder's side will be responsible to oversee and undertake such operations. Bidder should carry out Bearing lubrication and tightening of all bolts time to time as per the maintenance schedule provided by OIL. Minor repairs such as replacing high speed pinions and bearings for the reducer gear will be done by the bidder. Change of belts, repair & care Belt alignment and tension should be checked and adjusted by bidder. Bidder has to keep stock / inventory of belts. Bidder has to check the sheaves for wear, chips & cracks, crank pin bearings, equalizer bearing, and centre bearing for seal leaks. Bidder has to inspect the brake lining for wear and clearance adjustment. Also bidder has to check the gear tooth condition for abnormal wear. Bidder has to Lubricate the structural bearings & the upper pitman pins with grease. All oil changes if any along with proper lubrication, greasing of the units has to be done. A documented inspection and maintenance program has to be finalised not limited to above points only will be formulated before start of contract. Also painting of the unit will be done once every year by the bidder. All painting jobs will be as per standard and paints to be used will be Berger/Akzo Noble/ Asian Paints/ Nerolac only.

v) To maintain all the manual valves of wells, flow lines (steam, water, oil) in perfect operative condition, a preventive maintenance schedule shall be maintained and executed accordingly for all flow line valves and well valves. Functional testing of wellhead and tree gate valves (number of turns to open/close the valve) to be checked by the bidder. Pressure testing of the tree valves to be done once in six months. Painting of the wellheads to be done once every year. The wellhead is to be cleaned properly in consultation with OIL before painting. A maintenance schedule will be made in consultation with OIL.

vi) All repairing jobs including general maintenance of the valves, leakage in the flow lines, gas/oil separators and supervision of flare stack shall be carried out by the Service Provider. The Service Provider under advice of the Company representative will carry out any emergency repair jobs at wellhead and flow lines. Daily record has to be maintained in form of a log book. Log book will be prepared in consultation with OIL's engineer.

vii) To monitor closely and maintain desired Separator operating back pressure at all time during plant operation. The desired separator operating pressure shall be decided by OIL and during the course of plant operation if OIL feels to change the same, the Service Provider shall follow the instruction. The change of operating back pressure at separators and subsequent pressure vessels may be required for operational reasons.

viii) To closely monitor the proper functioning of auto/manual drain valves installed in the various vessels. For any minor or major operational disorder, the Service Provider shall take corrective measures for smooth running of the plants at the shortest possible.

ix) To check & record the stock of chemicals and preparation of the solution without failing the plant operation. Chemicals will be provided by the Company. The same has to be maintained in the form of a bound register at the installation which has to be countersigned OIL's designated engineer.

x) To check & record the diesel stock in log-sheet in each shift. Diesel shall be provided by the Company. Also the record for diesel consumption in each well location has to be maintained per shift in each well location in bound log books. The bound books should have record of supplied diesel, consumed quantity and hand over of diesel to next shift on daily basis.

xi) All repairing and maintenance of the pumps, control valves, safety valves etc. installed in the Boilers & in the surface setup shall be carried out by the Service Provider. All records should be maintained in bound books. Bidder has to do overhauling of pumps as and when required.

xii) To check and record daily crude oil production in the storage tanks. Manual draining of water shall also be necessary from the storage tank from time to time that might be accumulated in the tank and proper record of the same shall be made. The produced crude will be sold by OIL to customer. Service provider to monitor and record opening, closing and delivery stock etc. in log sheet and unload the crude from storage tank to customer's tanker / bowser on advice from OIL. All records for dispatch of crude oil has to be maintained indicating bowser details, driver name, quantity, timing, delivery challan etc. and same has to be enclosed with monthly invoice at the end of the month. All safety practices to be followed during loading of bowzers.

xiii) The Service Provider shall see the proper functioning of all pumps installed at the installation for various purposes. All the repairing/maintenance jobs of the pumps shall be carried out by the Service Provider. A preventive maintenance schedule shall be maintained and shall be followed accordingly. Records has to be maintained by the bidder for preventive, breakdown maintenance of each pump in separate bound books in desired formats. Bidder has to ensure that all pumps are in good working condition all throughout the period of this contract. Bidder has to Check that mounting points are secure, inspect the mechanical seal and packing and replace them as and when required, inspect the pump flanges for leaks and rectify them if required, inspect the couplings, inspect and clean filters. Bidder has to lubricate the motor and pump bearing per manufacturer's guidelines without over lubricating. Make sure that the coupling guards are well tightened to pump base plate and bidder has to carry routine alignment and vibration check. Also bidder has to inspect motor vents and windings for dust/dirt build-up and clean according to manufacturer's guidelines. Inspect starter/contractor for arcing, overheating, etc. Bidder has to use a megohmmeter on the windings to check for insulation failure. If any hoses, seals, or O-rings show wear or damage, bidder has to replace it immediately. A documented inspection and maintenance program has to be finalized not limited to above points only will be formulated before start of contract.

xiv) The Service Provider shall prepare a preventive maintenance calendar / schedule for each critical item and get it approved from the Company before commencement of work and follow the schedule. Failure to carry out the preventive maintenance schedule in any month for the wellhead installation/surface set up installation shall include penalty to the extent of 5% of contractual rates for maintenance for that installation for that month and any plant shut down for such failure / negligence the penalty clause as specified in the Tender document shall be applicable.

xv) Stationeries including print paper, glue sticks, pencils and pens, file cover, envelope, paper clips, tea, snacks, coffee, sugar etc. required for day to day operation and maintenance (office) shall be to Service Provider's account. Also all log books, record books will be to Service Provider's account.

xvi) Maintenance and proper water storage in the water pond, overhead water tanks upto the safe level for operating.

xvii) Service Provider shall carry out any types of welding as per API-1104, AWS D10.4- 86, ASME-B-31.3 and IBR required for maintenance & operational activities in Baghewala Field. Bidder has to keep its cutting & welding machine, rods to weld similar as well as dissimilar metals, welders at site all throughout the contract period. For welding in piping, pressure parts under IBR, only qualified IBR welder shall be engaged. IBR welding shall be carried out as per IBR-1950.

In general, IBR Code is applicable but not limited to:

- a. Piping & Equipment where Steam Pressure is 3.5 Kg/Cm^2 & above. Piping transporting Steam from source to destination.
- b. Any equipment where steam is produced viz. Reactors, Exchangers, Convection Coils, etc.
- c. Any equipment where steam is consumed, except Steam Turbine & other machinery.
- d. Pipe, transporting steam, of 10 inches & above. This will be irrespective of Steam Pressure.

xviii) The Contractor has to arrange for all statutory registration and approval required from IBR as per their guidelines from time to time on behalf of the Company. The Contractor has to take endorsement from the Company on all the documents as required for necessary IBR approval. The cost incurred for IBR approval will be paid by Company at actual on submission of bill/receipt after acceptance only. All type of tests required for IBR approval will be carried out by the Contractor at its own cost.

xix) Hydro test of the boilers as per IBR guidelines as and when required has to be done by the bidder during the period of the contract for renewal of license. Bidder has to keep record for hydro test and renewal of license for boilers as well as steam lines and ensure that it is done regularly.

xx) Bidder has to maintain all safety standards within the installation. Bidder has to ensure that all SOP for operation of boilers, rod pulling out/running in, PCP Operation, bowser loading, SRP Operation, HSD loading & unloading, EDH & DIS Operation etc are strictly followed and adhered. SOP for the same has to be formulated in consultation with OIL.

xxi) During CSS Operation, bidder has to ensure that steam injection into the well is going on continuously for 14-21 days as per directive of OIL. Bidder has to ensure that all required manpower is available at site during this period. CSS calls for constant monitoring of steam parameters at control rooms, wellhead parameters, flowline condition, boiler feed water supply, diesel supply, DG operation, safety etc. All these require a dedicated team comprising of Boiler Operators, Asst Boiler Operator, Electrical personnel, Mechanical personnel, Production personnel, Instrument personnel etc. for that period. At any point of time minimum 7 persons of the Service Provider (including Boiler Operator & Asst Boiler Operator) has to be at site managing CSS Operation and the same has to be ensured by the bidder. Any shortage of manpower during this critical operation will be considered as negligence of duty by the bidder and OIL will be compelled to impose penalty of INR 1000 per person per shift besides deduction of salary on per day basis. Bidder has to quote separately for CSS Operation at BGW#8 in the price bid. It may be noted that Operation and maintenance charges for Baghewala well will not be paid during execution of CSS and only CSS charges will be paid. Also during CSS Cycle in other wells other than BGW#8, CSS rates will be applicable for that well where CSS is done & fifty percent of operation and maintenance rate will be paid for BGW#8.

A wellhead surface set up/wellhead installation will be within a fenced area having one or more wells (X Mas tree) along with artificial lifts, pumps, tanks etc. Wellhead surface set up/wellhead installation is the fenced area having one or more wells.

xxi) Bowser loading- Bidder has to load bowzers with the help of pumps from tanks in all producing installation under supervision of OIL.

xxii) Boiler operation for heating crude in tanks- Bidder has to run boilers (skid mounted boilers) for heating crude in tanks. Boiler operator along with manpower has to be provided for the same.

xxiii) Intermittent steam injection in wells- Bidder has to do intermittent steam injection in wells as per directive of OIL.

xxiv) Running of DIS in BGW#1,7 & 9 and maintain condensate level- Bidder has to run diluent injection string in installations wherever it is installed and maintain the condensate/chemical level above 30% at all times in tanks.

xxv) Running of EDH- Bidder has to run the electric down hole heaters installed in wells and has to maintain uninterrupted power to the system. In case of failure (due to failure of proper maintenance of DG Sets in wells) to do so will draw a penalty of 5% of operating charge for wellhead installation & will be deducted as above.

xxvi) Unloading of diesel from bowzers of IOCL at tanks at location in BGW#6 & 8 will be done by bidder under supervision of OIL. All records have to be maintained by bidder in this regard.

xxvii) Diesel for use in DG Sets and other equipment if any in each installation will be provided by OIL. However, stock & consumption records in each installation will be maintained by the bidder. The same has to be countersigned daily by OIL personnel.

xxviii) Bidder has to manage the storage facility at BGW#8 and proper register of incoming and outgoing material has to be done in consultation with OIL. Also proper inventory management and floor management in the godown has to be done by the bidder.

9.1.1 CONDUCTING OIL PRODUCTION, TESTING, PROCESSING & METERING:

(i) The Service Provider shall carry out all operations hereunder with due diligence in a safe and workman like manner and in accordance with accepted international oilfield Practice and various Statutory Rules/Laws viz. OMR, DGMS, OISD, Indian Boiler Regulations, Pollution Control, Environmental Protection, CEAR etc.

(ii) The Service Provider shall be solely responsible for the operation of the installations at Baghewala Production & CSS Surface set-up along with water reservoir facility at BGW#6 and various Well sites set-up including but not limited to supervising various operations at fields as required by Company as well as such operations at the aforesaid installations as may be necessary or desirable for the safety of the installations. For all such operation Service Provider has to arrange their own transportation.

(iii) The Service Provider shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian laws. Service Provider shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and maintain firefighting equipment in sound conditions at all times. Service Provider to provide all necessary safety gears

required to work in an oil & gas mine to its employees at their own cost. Service Provider has to provide minimum three sets of dungaree and safety boots every 12 months considering harsh environmental condition and the fact that Service Provider's personnel will be handling heavy crude and the soil condition in the region. Penalty of INR 500/- will be charged per day in case proper PPE is not available/used on any particular day by its employees. All statutory guidelines and directives under Director General of Mines & Safety, OISD, MOHA, BSF, IBR, Labour Laws & Act, Government Agencies Rules, Laws and Acts needs to be adhered all point of time during the tenure of this contract without fail.

(iv) The Service Provider shall at all-time be responsible for keeping an accurate record of production, pressure, temperature etc. A daily check list for boilers and well set up (separate) will be prepared by service provider which will be vetted by OIL personal and the same has to be adhered and maintained at installations. All log books as mentioned earlier has to be maintained by Service Provider. Also all log books have to be prepared in consultation with OIL's personnel and the same has to be sourced by Service Provider.

(v) In the event of any fire or explosion, Service Provider shall use all reasonable measures at his disposal to protect the aforesaid installations bring the said fire or explosions under control.

(vi) It is expressly understood that the Service Provider is an independent Service Provider and that neither it nor its employees and its sub-contractors and employees or agents of the Company provided, however, the Company is authorized to designate its representative who shall at all time have access to the aforesaid installations, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by the Service Provider. The Service Provider shall treat the Company's Representative at site as the in-charge of the Company. The Company's representative may, amongst other duties, observe, test, check and control works performed by the Service Provider or examine records kept at installations by the Service Provider.

(vii) Compliance with Company's instructions: The Service Provider shall comply with all instructions of the Company consistent with the provision of this Agreement, including but not limited to aforesaid installations, operations, safety instructions, confidential nature of information etc. Such instructions shall, if the Service Provider requests, be confirmed in writing by the Company's representative.

(viii) Records to be kept by the Service Provider: The Service Provider shall keep and furnish to the Company accurate records of the rate of production, pressure, temperature, quality and quantity of produced and dispatched oil and other necessary parameters of the installations & all electrical data. A legible copy of the said records in duplicate signed by both Service Provider's and the Company's representative shall be furnished by the Service Provider to the Company. Also the Service Provider has to maintain all statutory records as per DGMS, OISD & Boiler Act Guidelines in the required format for field installations. All log books, check list as stated in this document has to be made by Bidder in consultation with OIL and same needs to be filled / complied and maintained accordingly. All these documents will be in the form of log books / bind books as the case may be and Bidder has to make the same at their own cost.

(ix) Confidentiality of Information: All information obtained by the Service Provider in the conduct of operations shall be considered confidential and shall not be divulged by the Service Provider or its employees to anyone other than the Company's representative. The Service Provider to sign a Confidentiality Agreement with OIL. This obligation of the Service Provider shall be in force even-after termination of the Agreement. The Service Provider shall carry out normal maintenance of the Company's item at the aforesaid installation excepting for those items which the Service Provider is not qualified to or cannot maintain or repair with its normal operating personnel and equipment. At no point

Service Provider will share any information with any outside agency without the knowledge of Company. Nor any outside agency will be allowed in the installation without permission from Company.

(x) Ingress and Egress at Installations: The Company shall provide the Service Provider requisite certificate for obtaining rights of ingress to egress from the installations. Should such certificate be delayed because of objections of appropriate authorities in respect of the Service Provider's specific persons, such persons should be promptly removed from the list by the Service Provider and replaced by acceptable persons.

(xi) Protection of property and existing facilities: The Service Provider shall perform each work in such a manner that will prevent damage to the Company's property and shall carry on the works in such a manner as to conform to and consistent with and not to interfere in any way with continuous and safe operation of the installations. Any permanent damage/loss to the Company's assets, plants, wells due to the operation of the service engaged under this Agreement shall have to be remedied by the Service Provider entirely at its own cost, which shall include and not limited to actual replacement of such damaged assets, plants, wells or payment of actual replacement cost in relation there to as may be incurred by the Company.

Bridging Document: A duly signed Bridging Document mentioning the roles and responsibilities of Company and the Service Provider shall be made available at site by Service Provider for reference of all statutory visitors. The Bridging Document shall clearly demarcate the individual Scope of Work for both the Company and the Service Provider. The same will be prepared in consultation with Company.

9.2 INSTRUMENTATION:

i) The Service provider will maintain all the field instruments as per OEM manuals and record of such maintenance will be provided to OIL. Any breakdown of instruments will be attended promptly by the Service Provider and record of such breakdown will be kept and made available to OIL. Suitable preventive maintenance schedules shall be prepared as per recommendations of the manufacturer/OIL and to be submitted to OIL.

ii) Calibration of all the field instruments will be carried out quarterly by service provider or as whenever required. The Service Provider shall make schedule for quarterly calibration of all instruments and follow it strictly. After calibration of field instruments, report shall be prepared. Moreover, all the carried out day to day maintenance jobs must be recorded properly in the Instrumentation Maintenance register. All flowmeters, instrument gauges etc will be calibrated once in three months and records maintained for the same.

iii) All control panels and control room to be kept neat and clean with the help of vacuum cleaner only. Trenches and cabinets will be kept clean and naphthalene balls and silicon packet should be kept to keep rodents and moisture away. The Service provider will not allow eatables inside the control room of the boilers & plant.

iv) Calibration of the Portable Gas Detector, H₂S detector shall be carried out as per calibration schedule provided by OIL in presence of Instrumentation Engineer (OIL). After each calibration, calibration reports must be generated as per the Format provided by OIL.

v) All the equipment provided by OIL like Pressure Calibrator, Multifunction Calibrator, Portable Gas Detector, Walkie-Talkie, H₂S detector, thermometer etc. shall be properly handled & maintained as per the Operating & Maintenance Procedures and keep in proper operating condition by the Service Provider during the contract period. Service Provider has to repair for any defects / malfunction observed due to

miss-handling of these instruments at their own cost. The repairing jobs must be carried out for a particular instrument at authorized service centre only. The calibrators after repairing shall be calibrated by the contractor at NABL certified calibration laboratory.

vi) The contractor shall provide good quality tools & tackles including HART Communicator (Latest model), multimeter, megger, temperature sensor etc. to the field personnel required for day-to-day maintenance. The equipment available list has to be confirmed before start of the contract for payment of first invoice.

vii) All the available instrumentation spares kept in Instrumentation Workshop as well as inside the Control Room of the installations must be recorded with proper documentation and inform Instrumentation Engineer (OIL) immediately after use / replacement of any spares for necessary updating in SAP system.

viii) VHF communication equipment i.e. walkie-talkie will be maintained as per OEM manual and batteries to be charged regularly.

ix) VSAT equipments are maintained by third party under AMC but service provider will keep equipments neat and clean and report malfunctioning of such equipments to IT Engineer (OIL) based at Jodhpur immediately to take necessary rectification.

x) All the instrument sets for voice communication should be maintained properly and any damage or malfunction observed must be rectified / replaced with new by the Service Provider.

xi) Major break down if any would need to be repaired internally or outsourced to a special team for repairs and maintenance. If required, experts for the special equipment like PLC, analyzer etc. will be organized from the OEM.

xii) All accessories not spelled out above but part of the system will be promptly attended by the Service Provider and must be noted down as point no. (ii) above.

9.3 TECHNICAL SERVICES:

i) Operation & Maintenance of D.G. sets installed at well site/wellhead installations & at Surface Set up at BGW#8 & BGW#6 of different capacities (30 KVA/180 KVA/200 KVA/380 KVA) with associated control panels, MCC panels, switch gear etc. The capacity under the scope of the contract may change. All regular running maintenance jobs, including OEM specified checks, replacement of various filters, belts, etc. (if required), periodic oil change, etc. to be done at contractor's cost including materials. For major jobs requiring specialized skill and set-ups, the same is to be brought to the notice of OIL and prior concurrence obtained for carrying out such jobs, which will be reimbursed by OIL on actual basis. All replaced spares to be deposited with OIL. Contractor will maintain a log of running hours of all DG sets. Bidder has to Use genuine spare parts for longer engine life. Air filters and fuel filters to be cleaned as per schedule.

ii) Operation and Maintenance of all air conditioners, air coolers. Contractor shall be required to provide Refrigerant filling as required.

All regular running maintenance jobs, including supply of minor spares less than INR 700.00 per unit for all consumables and breakdown spares and jobs under the preview of this contract will have to be carried

out from the contractor's end. For jobs involving replacement of major spares, concurrence from OIL is to be taken prior to carry out of such jobs.

iii) Operation and Maintenance of various AC motors and their switchgears, centrifugal pumps, reciprocating pumps deployed at well site/wellhead installations and at the production surface set up.

iv) Maintenance of pipe/pipe fittings of water line/diesel line/steam line/crude line/gas line/steam trap/water treatment plant/water storage tank/diesel storage tank/crude storage tank etc. including welding and painting.

v) Operation and Maintenance of firefighting arrangement including engine driven fire pump set, fire extinguishers etc.

vi) HSD supplied to the Company by the Service Provider if any, will be reimbursed by the Company on actual basis (with documentary evidence) plus 5% as handling charge.

vii) Minor Maintenance of buildings of plant, bunk houses, touch up painting, plumbing for water supply, repair of doors & windows, repair boundary fencing etc.

viii) Liaison with various original equipment manufacturers as well as government authorities to carryout breakdown maintenance on emergency basis and routine test/inspection of equipment as per statutory requirement.

ix) Routine maintenance of all air conditioners including gas filling if required will be carried out by Service Provider.

NOTE: All the above equipment/facilities are deployed for round the clock operation for providing the backup services.

x) A daily monitoring report of Technical Service (T.S.) activities with details of job executed, manpower availability, running hours of the equipment, daily electrical energy generation/consumption data, job planned for execution on the following day should be reported to OIL authorities.

xi) The Service Provider will be responsible for operation and maintenance of all plant and equipment for above mentioned services with proper workmanship, housekeeping and compliance to all safety norms pertaining to OMR 1984, OISD, Indian Boilers Regulations to the entire satisfaction of Engineer-in-charge of the Company.

xii) The Service Provider should have all the required tools, including special tools/equipment viz. Chain block, electrical insulation hand gloves, discharge stick, dial gauges, sims of various sizes, wrench, spanners, screw drivers, tongs of sizes upto 48 inch, earth tester, megger, crimping tool, pullers, multimeter, hammers of various sizes and weight etc. for carrying out mechanical and electrical maintenance activities smoothly without any time loss. Mobilization or first invoice for O & M will be released after the tools and tackles along with all log books, maintenance schedules, check list etc are provided and verified by OIL representative at site. Tools and tackles required and as mentioned above but not limited to those should be available at the time of mobilization and should be verified by OIL Representative.

xiii) Complete rewinding cost of all motors single phase shall be on the Service Provider's account.

xiv) Rewinding cost of all other motors/alternators, if required, will be carried out with prior approval of OIL and the cost of materials, labour and transportation will be paid by OIL based on actual expenditures supported by documentary evidence.

xv) Major break down if any would need to be repaired internally or outsourced to a special team for repairs and maintenance. If required, experts for the special equipments like Burner, Feed pump will be organized from the OEM.

9.3.1 ELECTRICAL:

i) Operation & maintenance of related control panels of the DG Sets, Alternators, MCC panels, AUX panels, Change over switches / panels, various distribution boards, lighting transformers, street lighting system etc. of the entire set-up under the scope of the contract.

ii) Operation of different types of electrical motors deployed in the entire set-up under the scope of the contract.

iii) Operation and Maintenance of various heavy duty batteries used in the prime movers of diesel generating sets, UPSs (5 KVA & less) with batteries etc.

iv) The relevant details/documents are to be furnished by the bidders to establish their capability for the above mentioned jobs.

v) Operation and Maintenance of Window/ Split Air Conditioners, Air Coolers at surface set-up and at well site consisting of (i) Window/Split A/C – 1.5 T to 2 ton (ii) Air Coolers. However, the number may increase in near future.

vi) Proper maintenance schedule/record to be made for preventive/schedule maintenance jobs. The break down maintenance to be attended by the Service Provider without loss of time for un-interrupted operation of the plant and boilers and to be reported after completion of the job with proper justifications.

vii) Proper checking as well as record keeping to be maintained as per DGMS guidelines/OMR 1984/OISD/IBR.

viii) Due to non-availability of grid power the DG set is required to run all the time to feed power to auxiliaries and complete lighting system and other utilities in some well locations.

ix) Proper cabling and trench should be maintained all point of time.

x) Preventive & predictive Maintenance of Transformer & four pole structure has to be done by bidder that includes but not limited to the following:

- The oil level in oil cap under silica gel breather must be checked in a one-month interval
- Breathing holes in silica gel breather should also be checked monthly and properly cleaned if required, for proper breathing action.
- Reading of MOG (Magnetic Oil Gauge) of main tank and conservator tank.
- Color of silica gel in breather.
- Leakage of oil from any point of a transformer.
- BDV of transformer oil to be checked, tested once in a year

A detailed schedule will be formulated in consultation with OIL before start of the contract only.

Operation and maintenance of all electrical equipment shall be carried out by the service provider throughout the tenure of the contract.

9.3.2 MECHANICAL:

i) Operation and preventive & predictive maintenance of prime-mover of various diesel gen sets.

- ii) Operation and routine Maintenance of High Pressure Boilers, Medium Pressure Boilers and its ancillaries.
- iii) Operation and preventive & predictive Maintenance of Fire Pump Make: Mather & Platt or equivalent and its prime movers Make: Kirloskar Engine.
- iv) Operation and preventive & predictive Maintenance of Water Treatment Plant consisting of Raw Water Pumps, NaOCL dosing tank & pump, SMBS dosing tank & Pump, Brine Tank & agitator, Alkali dosing tank & pump, LP dosing tank & pump, filters & softener, overhead water storage tanks, pipes/pipe fittings etc. Standby pump is available for each.
- v) Maintenance of pipe/pipe fittings related to HSD lines including diesel storage tanks, diesel decanting pumps.
- vi) Operation and preventive & predictive Maintenance of various types of motor driven centrifugal & reciprocating pumps deployed at surface set-up and at the well sites for applications such as diesel decanting, crude oil loading, chemical dosing, Rod Pump etc.
- vii) Regular maintenance of pumps including replacement of bearings, packing etc. will be at the service provider's account. Replacement of major spares like impeller etc. will be carried out only with prior concurrence of OIL, costs for which will be reimbursed separately.
- viii) For smooth running of all the equipments deployed at surface set-up & well sites and to maintain uninterrupted availability of the equipments, proper maintenance schedule to be prepared to take care of preventive/scheduled/breakdown maintenance including top/major overhauling of various equipment. Daily log sheets consisting of equipment, running hours, jobs carried out, spares consumed, spares in stock, consumption of HSD/Lube oil, jobs planned for next 24 hours etc. to be prepared.
- ix) Operation and Maintenance of the ACs, Water Coolers etc. at the well site and at the surface set-up shall be Service provider's responsibility.

9.3.3 CIVIL:

- i) Maintenance & minor repair of foundation of Boiler control room, DG Set foundation, panel foundation, bunk houses including supply of manpower and materials, foundation of bunk houses, storage godown, toilets etc.
- ii) Cleaning and maintenance of the area inside plant boundary. Proper housekeeping is a must under Swatcha Bharat Abhiyan.
- iii) Maintenance of the open area and yards, watering of tree plantation & maintenance of trees inside the installations to be carried out by Service Provider.
- iv) Housekeeping in all installations including well site has to be done by Service Provider. All cellar pits of the wells have to be devoid of any well fluid. It is the duty of the Service Provider to ensure that there is no crude at any point of time in the cellar pits of wellheads. The same has to be mentioned in the daily report.
- v) Green belt has to be maintained inside BGW#8.

9.3.4 FIRE SERVICE:

- i) Operation & Maintenance of the fire fighting facilities in the sites includes portable fire extinguishers (foam type, DCP type, CO₂ type), engine driven fire water pump, motor driven jockey fire water pump, fire water ring main with hydrant, hoses etc. to cover the processing equipment of the installation **Maintenance and operation of all First Aid firefighting equipment viz.:**

- a. Foam type extinguisher (including 9 ltrs to 150 ltrs) - 20 Nos.

- b. DCP type extinguishers (including 5 to 70 kg) - 20 Nos.
- c. Carbon dioxide type extinguisher (4.5 kg) - 28 Nos.

The above number of extinguishers may increase in due course of time as per field requirement.

Proper maintenance schedule is to be made as per IS-2190 with latest revision in order to take care of preventive maintenance/statutory schedule maintenance. Quarterly maintenance records, spares stock and consumption of the spares to be properly maintained and to get duly certified by Company's engineer. Consumption stock of consumables viz. Chemical, foam refill, dry chemical powder, discharge tubes, CO₂ cartridge, refilling of CO₂ extinguisher, paints etc. to be recorded in monthly log sheet. All fire fighting chemical/ refilling powder, foam compound, cartridge, discharge tube/hose, CO₂ gas, any consumables/ spares will be provided by the Company. However, in case of emergency, bidder will arrange procurement of spares/consumables as per requirement and will be reimbursed on actual with 5% handling charge.

- ii) Weekly testing of water ring mains and associated fire-fighting equipment at plant and its record maintenance.
- iii) Conducting Mock drill as per OIL Mines Regulations-1984/OISD and its record keeping.
- iv) Weekly wet/dry fire drill for emergency preparedness and its record maintenance.
- v) Maintenance and proper water storage in the static water tank exclusively for the fire fighting purpose up to the desired level.
- vi) Weekly testing of fire pump at the plant and its record maintenance
- vii) Entire fire fighting responsibility in case of any outbreak of fire inside the Company area/ outside.
- viii) To provide class A and class B standby fire services to any Company's activities in.
- ix) The contractor has to ensure that the fire-fighting systems of the installations are in readiness at all times.
- x) Imparting first aid firefighting training to all employees/executives as per OIL Mines Regulations - 1984 and its record maintenance.

Spares required for day to day maintenance work related to fire-fighting is to be supplied from the contractor's end at no additional cost. For jobs involving replacement of major spares, concurrence from OIL is to be taken prior to carrying out of such jobs.

9.4 TRANSPORT/ ACCOMMODATION:

- a. The Service Provider will have to arrange own transport for movement of their personnel for field jobs and other services. Bidder has to provide adequate number of vehicles for smooth operation in the field. In case of any disruption or delay in job due to non-availability of Service Provider's vehicle penalty of 5% of daily operational rate of Surface Set Up installation / wellhead installation will be levied on the monthly bill for that month on pro rata basis.

However, Bidder has to provide one vehicle as per details given below for exclusive use by OIL for its employees/executives for field operations at Baghewala round the clock for the entire period of the contract.

Details of vehicles are as under:

- A. One no. of brand new 4 WD SCORPIO AC / 4 WD TATA SAFARI AC with driver.
- B. The Service Provider to consider the following Charges:

- i. Fixed Charges of Vehicles shall include minimum wages for drive as per Minimum Wage Act.
- ii. Mileage of brand new 4 WD SCORPIO AC/ 4 WD TATA SAFARI AC vehicle will be 3500 Kms. each per month.

Actual running Kilometers of Vehicle may vary based on job demand. Running charges of vehicle shall be paid on actual.

- (b) The Service Provider to provide the same vehicle as replacement at time of scheduled maintenance of the original vehicle and has to provide equivalent vehicle as replacement in case of breakdown of original vehicle within 48 hours.
- (c) The vehicle will be utilized in OIL's operational areas of Rajasthan by OIL for its operations and will be stationed at BGW. The operation/running of the vehicle will be at the sole discretion of OIL.
- (d) Driver's accommodation and food is the responsibility of the Service Provider.
- (e) The vehicles will be under the supervision of HOD-Production Department (RP) or his representative at BGW.
- (f) The vehicles should be maintained in the best possible condition to the satisfaction of OIL's representative at BGW and the vehicles to have mandatory safety norms.
- (g) Company do not foresee any overtime for driver beyond 12 hours' duty, but in case there is overtime beyond 12 hours' duty for driver it will go to Service Provider's account.
- (h) Maintenance of the vehicle will be sole responsibility of the Service Provider. Also fuel required for the vehicle will be provided by Service Provider.
- (i) The monthly rental for the vehicle will be paid on pro-rata basis and the amount per kilometer will be paid on actual.
- (j) The rates per kilometer run shall be corresponding to the HSD rates prevailing as on bid closing date at Jaisalmer. All minor increase/decrease of rate of fuel prices within 5% shall be absorbed by the Service Provider. In case of any hike in rates (more than 5%) of HSD, compensation for increase in running cost will be paid to the Service Provider and in case of decrease in rates (more than 5%) of HSD, cost will be deducted. For calculation of such compensation/deduction, mileage (fuel) for the vehicle will be considered as 12 km/ liter.
- (k) Unavailability of vehicle without information or unauthorized absence of driver from duty during the period of contract will draw a penalty of INR 1500/- per day besides the deduction for shutdown of vehicle from daily rental charges on pro rata basis.
- (l) Bidder will be given a window of 48 hrs every month for servicing of the vehicle provided the Service Provider provides an equivalent replacement vehicle. The replacement vehicle should report to OIL's person before the existing vehicle leaves site for servicing.

OIL will not be responsible for providing any type of accommodation to the Service Provider personnel. OIL will provide space for parking accommodation (bunk houses) within BGW#6. But all other arrangements have to be borne by bidder. However proper hygiene and cleanliness will be monitored by OIL time to time. Also basic facilities like proper drinking water (RO Plant), sanitation facilities including soak pit, dining area, recreational area, proper covered concrete drainage facility, etc has to be provided from day one of the contract. Proper dinning and kitchen facility shall be available. A proper dinning bunk of minimum capacity 20 persons has to be provided by the bidder. A checklist for hygiene will be placed for the duration of the contract by OIL & the same needs to be adhered at all times by the bidder. Bidder has to provide layout of the bunk facilities in the area to be provided by OIL for making their set up and the same has to be approved. Maximum six persons can be accommodated in one bunk of size 8000mm (L) x2500mm (W) x2700 mm (H).

OIL is a responsible citizen and care for the environment and under the Pradhan Mantri's Swachh Bharat Abhiyan will impose restrictions on dumping of waste.

- A) Compost pits should be constructed in to process organic waste
- B) All other waste should be burnt after every 7 days
- C) Plastic use will be banned in the installations and camps
- D) Proper sanitation facility with covered concrete choke pits
- E) Proper covered drainage with concrete soak pits

Bidder will be warned twice in this regard in writing for violation of basic standards of hygiene and cleanliness in the camp. In case of any violation of the same after that, will call for a penalty of 2.5% on the invoice for the month.

At the end of the contract, bidder has to do restoration of the area and return the area as it was at the time of handover at the time of demobilization.

Recreation facility like volleyball courts, badminton courts, football etc. with all infrastructure has to be provided at camp site. All these has to be made ready before mobilization.

9.5 SANITATION:

The Service Provider will have to provide sanitary cleaners along with necessary materials and maintain the installation/premises in clean and perfect hygienic condition. All consumables and chemicals, accessories required for the job shall be arranged by the Service Provider at their cost and shall be included in the O & M day rates. All toilets in installations needs to be cleaned on daily basis by the Service Provider and all materials required for the same needs to be provided by Service Provider. The Service Provider has to clean the bunk houses belonging to OIL, offices on daily basis including all toilets in the installations and in the bunk houses.

9.6 PLANTATION AND WATERING:

The Service Provider will have to maintain the existing trees & lawns etc. at the installations and arrange for manure and regular watering adequately on daily basis. The Service Provider should also arrange for seeds and plants of seasonal flowers on monthly basis for beautification of the premises. Minimum 5 saplings have to be planted in installations every month. All expenses towards this shall be on the Service Provider's account and the O & M rates. OIL intends to make the site a green belt in the future for a greener environment. Saplings are to be planted and taken care of by the Service Provider as its social responsibility. Custody, Safety and maintenance of the entire complex including nourishment/watering of planted trees, Lawns etc., shall be Service Provider's responsibility. All consumables towards this shall be arranged by the Service Provider at their cost.

9.7 Medical

The Service Provider shall provide First Aid Medical Services for the Company personnel as well as for their own personnel round the clock. For this, a medical practitioner having valid registration with Indian Medical Council and with a minimum qualification of MBBS from a recognized University to be provided.

The Service Provider shall stock all essential medicines including lifesaving drugs as well as necessary medical equipment. A stretcher, first aid facilities has to be provided by the Service Provider round the clock for their as well the Company personnel. First aid kit to be kept at Baghewala#8 & 6 and shall be replenished from time to time and up to date.

9.8 ADMINISTRATION:

I. ACCOMMODATION:

Maximum 5 Nos. of Company personnel will stay at Baghewala#8 at a given point of time. These Company personnel shall comprise both workmen and executives and shall be provided with executive and workmen accommodations at the BGW#8 separately on double occupancy basis. Hard Furniture and furnishings of the Company personnel will be provided by the Company. The Service Provider will have to provide soft furniture and furnishings to OIL. The Service Provider will have to provide laundry service to their employees as well as to the Company employees. The Service Provider will supervise operation and maintenance of housekeeping functions appropriately.

II. CATERING SERVICES :

The Service Provider will have to arrange catering services for their employees as well as for the Company employees at site including the visiting officials and dignitaries. This includes breakfast, lunch, evening tea and snacks and dinner. The food must be of standard quality. For a maximum of 5 Nos. of the Company personnel a day as mentioned above, no charge will be payable by the Company to the service Provider for catering services. However, for any extra of the Company's designated persons beyond above mentioned 5 persons on any day, catering services will be provided on payment basis as per the rate quoted. Standard menu for the Catering Services as under is enclosed vide Appendix –I. (Enclosed Separately).

Breakfast	:	` 100.00
Vegetarian Meal	:	200.00
Evening Tea/Coffee with snacks	:	` 75.00
Non Vegetarian Meal	:	` 250.00

Total:	:	` 625.00

NOTE: The Service Provider is to maintain a register for this and get it signed by the Company representative on daily basis. Any other catering service will be governed as per the rate quoted in the price schedule for the said item. For cooking, bidder has to arrange kitchen bunk house. Utensils, crockery and cutlery with all other accessories/appliances and LPG stove/cylinder will have to be arranged by the Service Provider at their cost. Also food has to be provided in tiffin box at BGW#8 as and when required and tiffin box has to be clean & hygienic and changed every 06 months with new ones or earlier if required. The bidder has to arrange for a kitchen bunk house along with Dining bunk at BGW#6. Proper

hygiene and cleanliness has to be maintained in the kitchen all throughout the contract and monthly inspection of the kitchen will be done by OIL. In case it is found that hygiene and cleanliness is not maintained OIL reserves the right to withheld monthly invoice. Also bidder has to arrange for proper drainage facility for wash basins, kitchen water etc and the drains has to be connected to the soak pit(cement). No temporary arrangements will be allowed.

CATERING INCHARGE AT BAGHEWALA:

One Catering In-charge other than cooks having minimum 2/3 years of experience in catering services and management shall be deployed by the Service Provider and will be responsible for catering, general housekeeping, hygiene inside and outside the camp under the supervision of the Field Manager.

NOTE:

The Service Provider shall prepare & maintain a separate checklist (daily, weekly, monthly) each for Production, Instrumentation, Technical Services for Operation & Maintenance activities under the scope of work as mentioned above. The Service Provider shall prepare the checklist in consultation with OIL site-in-charge before the start of the contract and mobilization will be considered complete when all check list and maintenance schedules are ready and approved in formats as suggested by OIL.

Bidder has to provide details of the following before mobilization:

- 1. All details of manpower, including all testimonials has to be submitted within 40 days after which interview will be done. Also all medical documents as per DGMS Guidelines for each employee has to be submitted. All manpower employed by Service Provider has to be provided with Appointment Letter mentioning their remuneration and salary as per DGMS Guidelines. The same has to be signed and accepted by the employee and a copy of the same needs to be furnished to OIL before start of the contract.**
- 2. Tool box (Minimum two nos) that includes all tools as mentioned above has to be made available for inspection before commencement of contract. Also all instruments/meters like HART Communicator (Latest model), multimeter, megger, temperature sensor etc. needs to be made available before start of the contract.**
- 3. All PPE has to be provided before start of the contract. Two sets of PPE need to be provided every six months. Bidder has to give details of the same in a format every six month signed by each employee that two sets has been provided for release of invoice for that particular month.**
- 4. The camp that includes bunk houses, toilets, kitchen, dining hall has to be made ready before commencement of work. Also soak pit for toilets and wash basins has to be made ready before hand. OIL will inspect the same on call from the Contractor. A layout for bunk houses has to be provided**

to OIL before placement of the bunks. Also bidder has to provide bunks with maximum capacity of six persons in one bunk.

Bidder on award of contract, has to ensure that all above points are met with for mobilization to be considered complete by OIL.

A check list in the format below has to be submitted along with mobilization letter for completion of mobilization:

Inspected by:			Date:
Representative of Contractor:			
Sl No	Item	Complied/ Not Complied	Remarks
1.	All check list made ready for installation		
2.	Maintenance record log books (Preventive & Predictive)		
3.	Details of manpower in requisite format		
4.	Health Check-up report as per DGMS Guidelines		
5.	Tool Box provided and inspected; inspection report by OIL to be attached		
6.	All instruments/ meters provided; inspection report by OIL to be attached		
7.	PPE Provided		
8.	Camp set up made ready with soak pits & proper drainage along with inspection report by OIL to be attached; camp layout to be provided		
9.	Vehicle provided/ vehicle details & inspection report by OIL to be attached		
10.	Doctor and male nurse made available		
11.	Job letter for all employees with in letter head of Contractor signed by Authorised Person for being employed under the Contract		
12.	Identity Card as per DGMS Guidelines issued by Contractor		
13.	All consumables are provided at the start of the contract		
14.	Bridging Document made ready		

9.7 DEFINITION OF WORK FOR O&M:

SL No	Asset	Job description	Remarks
1.	<p>Well Site with Boiler Set-up:</p> <p>This asset has the following main equipment / facilities (not limited to the below list):</p> <ul style="list-style-type: none"> i. Well Head facilities ii. HP Boiler-2 nos. iii. Feed Water Pump-4 nos. iv. Heat Exchangers v. Make Up water pump-2 nos. vi. Air Compressor, drier-2 nos. vii. Overhead water tank viii. Rectangular Tanks ix. Boiler control panel-2 nos. x. Boiler SCADA system xi. DG sets 	<ul style="list-style-type: none"> • To operate & maintain the station with a multidisciplinary team of skilled workforce. The job shall be carried out as per OIL instruction. • Monitoring of wells on daily basis. Recording of various well head parameters on daily basis. • Scheduled maintenance of well head valves and fittings. • Replacement of well head valves and fittings, if required, closing/opening of wells as per OIL's site-in-charge instruction. • Operation & maintenance of complete Sucker Rod Pump set-up, Running-in & Running-out of the rods as per OIL's site-in-charge instruction. • To associate with well commissioning & work over & Drilling operations of the wells as and when required. • Any other jobs pertaining to O & M of the wells. • To operate & maintain the stations with a 	<ul style="list-style-type: none"> • The jobs under wells shall generally be carried out as per OIL instruction. • Tools and equipments required for the jobs shall be provided by Company at free of cost for jobs in wellhead. • Service Provider to engage manpower of required skill to carry out the jobs as described. • All office stationeries including log sheet, pen, paper, printer cartridge etc. shall be arranged by the Service Provider. • Maintenance of the capital equipments including provision of spares shall be Service Provider's responsibility. • For electrical job: Light bulb, tube, switches, fuse, and other fittings and fixtures for lights shall be considered as consumables. • Maintenance of Earthing pits including consumables shall be Service Provider's responsibility.

SL No	Asset	Job description	Remarks
	xii. Static fire fighting system. xiii. Diesel storing & dispensing facilities. xiv. Sucker Rod Pump xv. Separator xvi. Crude Pumping System xvii. Bunk Houses xviii. VSAT & VHF communication system xix. Illumination systems xx. Boundary Fencing xxi. Toilets xxii. Godown xxiii. Transformers	<p>multidisciplinary team of skilled workforce. The job shall be carried out as per OIL instruction. Minimum skilled required to carry out the job is given under para-v of Clause 10.0 of this document.</p> <ul style="list-style-type: none"> • Job involves running of the boiler and producing dry saturated high quality steam, injection of steam to the reservoir through well head. • Operation of The Sucker Rod Pump as per instruction of OIL. • Pumping the degasified liquid to the Surface set-up. • Control and data acquisition and recording of the operating and other parameters pertaining to operation. • Preparation & maintaining of records on various safety parameters and statutory records pertaining to HSE. • Preparation of well performance report on daily basis and conciliation of production statement. • To carryout maintenance job to the 	<ul style="list-style-type: none"> • To monitor and maintain record of Diesel stock. • Boiler control panel should be kept neat and clean. • Housekeeping of the premise shall be the responsibility of the Service Provider. • Equipments and accessories including consumables like Phenyl, bleaching powder, pesticides and other cleaning chemicals required for housekeeping shall on Service Provider's account. • Consumables like jute, cotton cloth, grease, lube oil, cleaning oil etc. shall be on Service Provider's account. Bidder has to provide details of supply of these items in form of invoice countersigned by Installation Manager along with the monthly invoice copy for processing invoice. • The Service Provider should ensure to carry out the welding, cutting and grinding jobs through qualified/experienced manpower as per API-1104, AWS D10.4- 86 and ASME-

SL No	Asset	Job description	Remarks
		<p>station as & when required.</p> <ul style="list-style-type: none"> To carryout periodical maintenance to various machineries and equipments as per schedule. Housekeeping and maintenance of the stations. To carryout periodical internal safety audit for the stations as per safety check list. O & M of the diesel generators O & M of all the electrical equipments and power supply system. O & M of all the mechanical equipment and machineries. O & M of all the firefighting equipment & machineries. O & M of all the instrumentation equipments. 	B-31.3 and IBR qualified welder for welding in boilers, piping, pressure parts under IBR.
2.	<p><i>Production Surface Set-up:</i></p> <p>This asset will have/has the following main equipment /</p>	<ul style="list-style-type: none"> To operate & maintain the station with a multidisciplinary team of skilled workforce. The job shall be carried out 	<ul style="list-style-type: none"> Service Provider to engage manpower of required skill to carry out the jobs as described.

SL No	Asset	Job description	Remarks
	facilities: i. Feed Water Pump ii. Water tank- 1 no. iii. DG set. iv. Static fire fighting system. v. Water Dispatch Pumps vi. Bunk Houses vii. Security Hut viii. Boundary Fencing ix. Plant Illumination xxiv. Bunk Houses	as per OIL instruction. <ul style="list-style-type: none"> Job involves preparation of DM water for boilers, To carryout periodical maintenance to various machineries and equipments as per schedule. Housekeeping and maintenance of the stations. O & M of the diesel generators. O & M of all the electrical equipments and power supply system. O & M of all the mechanical equipment and machineries. 	<ul style="list-style-type: none"> Maintenance of the capital equipments including provision of spares shall be Service Provider's responsibility. For electrical job: Light bulb, tube, switches, fuse, and other fittings and fixtures for lights shall be considered as consumables. Maintenance of Earthing pits including consumables shall be Service Provider's responsibility. Housekeeping of the premise shall be the responsibility of the Service Provider. Equipments and accessories including consumables like Phenyl, Bleaching powder, pesticides and other cleaning chemicals required for housekeeping shall on Service Provider's account.
3.	<i>Operation and Maintenance of pipe lines</i>	<ul style="list-style-type: none"> Monitoring of field & installation pipe line on daily basis including steam pipeline. Repairing/replacement of field & installation pipelines. Excavation and digging and back filling 	<ul style="list-style-type: none"> Tools and equipments required for the job shall be provided by Service Provider except the Piping materials. Service Provider shall arrange for all type of welding by themselves. All types of requirement for welding like Welding machine with mobile diesel

SL No	Asset	Job description	Remarks
		<p>of pipe track or any other assigned civil work.</p> <ul style="list-style-type: none"> Handling of pipes and pipe fittings of field & installation for above jobs shall be done by the Service Provider. <p>Service Provider shall perform any other operation and maintenance activities for the smooth operation of the field & installation pipelines, as advised by OIL representative.</p>	<p>generator set, Gas cutting set with all the accessories and grinding machine, Consumables shall be in Service Provider scope. The Service Provider should ensure to carry out the welding, cutting and grinding jobs through qualified/experienced manpower as per API-1104, AWS D10.4- 86 and ASME-B-31.3 and IBR qualified welder for welding in boilers, piping, pressure parts under IBR as and when required. However, one welder and one helper has to be present at site all throughout the period of the contract for any sort of welding/cutting jobs at Baghewala Field. In case of welding machine or welder or tools not available during the course of the contract, bidder has to pay a penalty of Rs 500/- per day for absence of welder or welding machine or tools / rods. The same will be deducted from Operating rates of Field Installation or BGW#8.</p> <ul style="list-style-type: none"> For Steam Pipelines the Service Provider should ensure re-insulation of the pipelines after welding or any other repair jobs.

SL No	Asset	Job description	Remarks
4.	<p><i>Baghewala Oil fields (besides the wells with steam set-up)</i></p> <p>Consisting of oil wells with well head equipments and fittings, Sucker Rod pump, PCP, EDH, DIS, Bowser loading pumps, DG set, Crude oil Storage tanks, Transformer, Flow lines, Well Head fence, security huts, toilets etc.</p>	<ul style="list-style-type: none"> Monitoring of wells on daily basis. Recording of various well head parameters on daily basis. Scheduled maintenance of well head valves & fittings. Replacement of well head valves and fittings, if required, closing/opening of wells as per OIL's site-in-charge instruction. Operation & maintenance of complete Sucker Rod Pump set-up, Running-in & Running-out of the rod & pump as per OIL instruction. To associate with well commissioning & work over & Drilling operations of the wells as and when required. O & M of the diesel generators. O & M of all the mechanical equipment and machineries. Any other jobs pertaining to O & M of the wells. Operation of EDH 	<ul style="list-style-type: none"> The jobs will be performed as per OIL requirement and instruction of OIL's site-in-charge. The jobs shall generally be carried out by OIL directly through its own infrastructure and manpower. However, Contractor may be asked to engage their manpower and facilities for any exigencies occurred. Tools and equipments required for the job shall be provided by Bidder except for the ones required for wellhead jobs. Service Provider shall arrange for all type of welding by themselves in wells and wellheads and for all requirement. All types of requirement for welding like Welding machine with mobile diesel generator set, Gas cutting set with all the accessories and grinding machine, Consumables shall be in Service Provider scope. The Service Provider should ensure to carry out the welding, cutting and grinding jobs through qualified/experienced manpower as per API-1104, AWS D10.4- 86 and ASME-B-31.3 and

SL No	Asset	Job description	Remarks
		<ul style="list-style-type: none"> • Operation of DIS • Housekeeping including maintenance of cellar pit. • HSD distribution & record keeping • Periodic & preventive maintenance of all mechanical equipment including pumps, SRP etc • Operation & Maintenance of DG & other electrical equipment • Supply of 3 to 4 kl water to all well installation for storage with the help of tankers 	<p>IBR qualified welder for welding in boilers, piping, pressure parts under IBR. All welding rods for welding of dissimilar metals has to be provided by the bidder at their own cost. However, one welder and one helper has to be present at site all throughout the period of the contract for any sort of welding/cutting jobs at Baghewala Field. Bidder has to execute all welding jobs as instructed by OIL required for operation and maintenance of the field, its equipment and process flow following all statutory norms.</p>

11 MANPOWER FOR O&M

- (i) All personnel deployed by the Service Provider must have adequate experience in their respective field as stated para (vii) below. The Service Provider shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny. OIL after scrutiny of the bio data will have personal interview of the persons based on its requirement and give clearance before the actual deployment. The Service Provider shall have to deploy the aforesaid persons after being certified and cleared by the Company only for the period of the Agreement. For any change of the appointed personnel due to extraordinary situation, the Service Provider may do so after being permitted and approved by the Company. On Company's advice, the Service Provider shall remove and replace, at their expense, any of their personnel whose presence is considered unsatisfactory in the opinion of the Company. However, the new recruitment shall take over the responsibility prior to their release of the concerned personnel.
- i) The Service Provider shall nominate one of their personnel as Area Field Manager who shall be in charge of the Service Provider's personnel and who shall have full authority to resolve all day to day matters which may arise at the site.
 - ii) The Service Provider shall have a base office at Jodhpur to be headed by competent/qualified technical personnel having minimum 8 to 10 years' experience of oil field production operations and maintenance and he will represent the Service Provider as the Area Manager. Without the posting of the Area Manager, the Service Provider shall not be allowed to commence his work. The Service Provider is to submit the bio-data of the Area Manager and which has to be approved by the Company, The Area Manager shall act for the Service Provider in all matters relating to Service Provider's obligations under the Agreement and shall report to HOD (Production) and HOD (TS) daily on regular basis during the contractual period.
 - iii) The workforce has to be engaged with proper uniform i.e. cotton overall for every personnel clearly mentioning the contractor name in the back side. The workforce should be provided with proper PPE i.e. good quality safety shoe, helmet, goggles, hand gloves, ear plug, dungarees, jackets in winter etc.. Two sets of PPE needs to be provided every six months. Bidder has to give details of the same in a format every six month signed by each employee that two sets has been provided for release of invoice for that particular month.
 - iv) The Service Provider shall nominate one of their personnel as **Field Manager** who shall be in charge of the Service Provider's personnel and who shall have full authority to resolve all day to day matters which may arise at the site. The Field Manager should manage all field activities in a meticulous way compiling all statutory and safety norms.
 - v) All persons deployed by the contractor under this contract must undergo Mines Vocational Training (MVT), Initial Medical Examination (IME) and Periodic Medical Examination (PME) as per DGMS Guidelines. The records for IME should be provided to OIL before being deployed in the contract. All medical examinations (IME & PME) has to be done by a Government Surgeon or from OIL affiliated hospital in Jodhpur. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME and PME along with blood group.
 - vi) The minimum requirement of Key Personnel at any point of time during the contractual period shall be as follows:

Sl. No.	Personnel	No. of Key Persons to be deployed at any time during the Contract	Job Profile
1	Area Manager	01	The position holder is responsible for coordination, support, skilled advice/supervision of the entire job responsibilities in field. The Area Manager shall be interface between COMPANY and Service Provider. He shall be assisted by appropriate staff to ensure the service intended. He should report at OIL's office on all working days with all report from field. Age-Below 58 Years Experience- Engineering Graduate with minimum 15 years' experience in upstream oil & gas field.
2	Field Manger	01 (General Shift, shall be available for 24 Hrs.)	Single point of contact for the OIL management in the field for O&M activities. Provide report to the OIL authority daily, fortnightly basis and also help out with the supervision, planning, execution, maintaining safety in installations, and managing all activities in running the field operations without breakdown. Age- Below 50 years
3	1st Class Boiler Attendant	03 (General Shift, shall be available for 24 Hrs.); However during CSS will be on 12 hour shift	Responsible for operation & maintenance of boilers, operation & maintenance of the WTP, operation & maintenance of the installations. Ensure that there is no breakdown of boilers, all regulatory approvals are maintained. Work closely with the Field Manager. Below 50 years
4	2nd Class Boiler Attendant	03 (General Shift, shall be available for 24 Hrs.); However during CSS will be on 12 hour shift	Responsible for assisting 1st Class Boiler Attendant in operation & maintenance of boilers, operation & maintenance of the WTP, operation & maintenance of the installations. Shall report to the 1st Class Boiler Attendant / Production in-charge. Below 50 years
5	Mechanical Engineer	01 (General Shift, shall be available for 24 Hrs.)	Engineer will be overall in-charge of the mechanical jobs and should have sufficient relevant experience in operation and maintenance of DG sets (capacity not less than 160 KVA), Centrifugal/reciprocating pumps pipe fittings, compressor/ Water treatment Plant/ procurement of spares for PM/ Running maintenance oil/gas base industries experience will be preferred. Also incumbent should have knowledge of sucker rod pumps, bearings, overhauling jobs, vibration monitoring, boiler

Sl. No.	Personnel	No. of Key Persons to be deployed at any time during the Contract	Job Profile
			maintenance, valve operations, SRV etc. Below 45 years
6	Mechanical Technician	05 (General Shift, Shall be available for 24 Hrs.)***	Mechanics will be responsible for the Maintenance of various engines, pumps and compressors, boilers, SRP, Valves etc and should have experience for overhauling of engines, compressor/ pumps etc./water treatment plant and their operations. He should be conversant with plumbing job also. Shall report to the 1st Mechanical Engineer. Below 45 years
7	Instrument Engineer	01 (General shift, shall be available for 24 Hrs.)	He shall be the overall in-charge of all the instrumentation including boilers and PLC/SCADA jobs and shall report to Production Engineer. He shall be BE/B Tech degree holder in Instrumentation / Electronics with specialization in Instrumentation and having adequate knowledge in computer application and having a minimum of 3 years' experience in the operation and maintenance of HP boiler in a continuous process plant. He should also be familiar with calibration and servicing of various electronics and pneumatic instruments, analyzing of P&I diagrams, control loop checking, instrumentation standards V-SAT communication system etc.
8	Instrument Technician	01 (General shift, shall be available for 24 Hrs.)	For taking care of Instrumentation Maintenance. Shall report to the 1st Class Boiler Attendant / Production in-charge. Below 45 years
9	Electrical Engineer	01 (General shift, shall be available for 24 Hrs.)	Electrical Engineer Will be overall in-charge of all electrical jobs & should have relevant experience in operation and maintenance of DG sets (not less than 160 KVA) (alternators), Electrical distribution system, related control panels MCC panels and other back up facility UPS, various motors, Air Conditioning System / equipment and other cooling appliances, solar lighting system, Procurement and planning of spares, EDH Operation etc. Shall report to the Field Manager. Below 45 years
10	Electrical Technician-cum-DG operator	05 (Shall be available for 24 Hrs.)***	To look after operation of DG sets (capacity upto 380 KVA) and various equipment (electrical) including transformers to maintain un-interrupted power availability to equipment/

Sl. No.	Personnel	No. of Key Persons to be deployed at any time during the Contract	Job Profile
			and water treatment plant and domestic/industrial lighting/ equipment & well sites and EDH & SRP/PCP. Shall report to the Electrical Engineer. Below 45 years
11	Fire Operator	01	Overall in-charge of firefighting and operation and maintenance of Fire Tender, all firefighting extinguishers and equipment and its record maintenance as per statutory regulations. Monitoring of fire detection cum alarm system. Below 50 years
12	Assistant Fire Operator	03 (Shall be available for 24 Hrs.)***	Responsible for Fire Fighting Operation, operation and maintenance of Fire tender and all other firefighting equipment Below 45 years
13	Production Engineer	01	Shall be responsible for all operation and maintenance activities of the installation & well installation related to heavy oil production and dispatch. The person shall be fully conversant with the operation & maintenance activities of various gas/oil separators, artificial lift like SRP & PCP, Wellhead details and lifting methods, safety practices, computer operation etc. He shall also be conversant with Oil & Gas Mines Safety Rules and Regulations. He shall report to Field Manager for all activities related to oil Production and supply and make all reports related to production. Below 45 years
14	Production Attendant	08 (12 hour shift, shall be available for 24 Hrs.)	Responsible for operating & maintaining the wells and well head equipment i.e. sucker rod pumps etc. and other production activities. Shall report to Production Engineer. Below 45 years
15	Doctor	01 General shift	Medical practitioner having valid registration with Indian Medical Council and with a minimum qualification of MBBS from a recognized University to be provided
16	Male Nurse	01 General shift	
17	Semi-Skilled Helper	08 (12 hour shift, shall be available for 24 Hrs.)	Help every sections in carrying out the jobs. Below 45 years

Sl. No.	Personnel	No. of Key Persons to be deployed at any time during the Contract	Job Profile
18	Unskilled Helper	06 General shift	Housekeeping of field installation, pit cleaning, other routine work in the installation Below 45 years
OPTIONAL:			
1.0	Production Attendant	As per OIL requirement	
2.0	Instrument Technician	As per OIL requirement	
3.0	Assistant Fire Operator	As per OIL requirement	
4.0	Electrical Technician-cum-DG operator	As per OIL requirement	
5.0	Mechanical Technician	As per OIL requirement	
6.0	Boiler Operator	As per OIL requirement	
7.0	Asst Boiler Operator	As per OIL requirement	
8.0	Driver for Truck mounted Mobile Steam Generator	As per OIL requirement	
9.0	Semi-Skilled Helper	As per OIL requirement	

NOTE:

1. 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 considering 21 days on/off basis.
2. For Mechanical Technician, Electrical & Fire Operator it may be noted that one person will do night shift from each category/trade and rest will be on General Shift.
3. An office bunk will be provided at BGW#8, which contractor to use as control room in the night and office in the day. Basic furnishing like table, chair, lights, AC will be provided by OIL. Bidder has to maintain the bunk in the best of condition along with furnishing all throughout the contract period.
4. During CSS Operation, bidder has to provide minimum 7 persons at BGW#8 in each shift of 12 hours. OIL will make a roaster in consultation with Field Manager to carry out CSS with available people. For additional manpower if any required during this period, bidder has to provide the same at no extra cost. Bidder has to quote separately for CSS Operation at BGW#8 in the price bid. It may be noted that Operation and maintenance charges for Baghewala wells

will not paid during execution of CSS and only CSS charges will be paid during that period of CSS Cycle. Also during CSS Cycle in other wells other than BGW#8, CSS rates will be applicable for that well where CSS is done & fifty percent of operation and maintenance rate will be paid for BGW#8.

5. A wellhead surface set up/wellhead installation will be within a fenced area having one or more wells (X Mas tree) along with artificial lifts, pumps, tanks etc. Wellhead surface set up / wellhead installation is the fenced area having one or more wells.
6. The Contract Labour (Regulation and Abolition) Act, 1970 & The Employees Provident Fund Organization (“EPFO”) it is the responsibility of the Principal Employer to ensure compliance under the Employees’ Provident Funds and Miscellaneous Provisions Act, 1952 (“EPF Act”) in respect of employees engaged by or through contractors. Bidder has to submit the PF Statement, monthly salary dispatch statement along with signature from each employee along with monthly invoice for processing invoice.

vii) Detailed qualification and Job profile of Key Personnel:

a) Field Manager:

The incumbent shall be an Engineering Graduate in Mechanical/Chemical/Instrumentation Engineering with minimum ten (10) years of experience in the operation and maintenance of boilers, oil/gas production installations and fields. Alternately, he may be a science graduate with PCM or Diploma in Mechanical/ Chemical/ Instrumentation Engineering and having at least fifteen (15) years’ experience in operation and maintenance of boilers, oil production installations and fields. He shall have overall responsibilities for entire operational/ maintenance and administrative activities of the installations and establishment. The person shall be fully conversant with the operation and maintenance activities of fully automatic boilers, water treatment plants, gas/oil separators, PLC/ SCADA operation, artificial lifts, computer operation etc. He shall also be conversant with Oil & Gas Mines Safety Rules & Regulations, Indian Boiler Regulations. He shall be in constant touch with Company representative stationed at site and also at Jodhpur. The Field Manager shall normally attend general shift duty but shall be available for 24 hours. He shall also have sufficient knowledge of operation and maintenance of artificial lift, oil production set up, surface facilities, generating sets, different pumps/ motors, etc. Additionally, he must have adequate experience and managerial skill to lead a multidisciplinary team to carry out day to day field job. He must be fluent in both English and Hindi (Read-Write-Speak).

b) 1st Class Boiler Attendant:

The person shall be responsible for all operation and maintenance activities of the boilers, plant & well site installation. The person shall 1st class Boiler Attendant Certificate holder with minimum three (3) years of experience in the operation and maintenance of equivalent capacity of automatic boilers. The person shall be fully conversant with the operation & maintenance activities of gas/oil separators, various control loops of the processing plant, computer operation etc. He shall also be conversant with Oil & Gas Mines Safety Rules and Regulations, Indian Boiler Regulations etc. He shall be in shift duty and shall be available for 24 hrs. He shall report to Field Manager for all activities related to the installations. He must be fluent in both English and Hindi (Read-Write-Speak).

c) 2nd Class Boiler Attendant-cum-Production Operator:

The person shall be responsible for all operation and maintenance activities of the boilers, plant & well site installation. The person shall 2nd class Boiler Attendant Certificate holder with minimum three (3)

years of experience in the operation and maintenance of automatic boilers. The person shall be fully conversant with the operation & maintenance activities of gas/oil separators, various control loops of the processing plant, computer operation etc. He shall also be conversant with Oil & Gas Mines Safety Rules and Regulations, Indian Boiler Regulations etc. He shall be in shift duty and shall be available for 24 hrs. He shall report to 1st Class Boiler Attendant for all activities related to the installations. He must be fluent in both English and Hindi (Read-Write-Speak).

d) Instrument Technician:

The Instrument Technician shall be a Diploma holder in Instrumentation / Electronics with specialization in instrumentation and having adequate knowledge in computer application and with a minimum experience of 3 years or ITI certificate holder in instrumentation/electronics having adequate knowledge in computer application with a minimum of 5 years experience in use of various test equipments, calibration and servicing of electronic and pneumatic instruments, maintenance of PLC/SCADA/DCS. The Instrument Technician shall normally attend general shift duty but shall be available for 24 hours. He must be fluent in both English and Hindi (Read-Write-Speak).

e) Mechanical Technician:

The Mechanical Technician shall be a Diploma holder in Mechanical with a minimum experience of 3 years or ITI certificate holder in mechanical having with a minimum of 5 years' experience in maintenance of various rotating equipments, DG sets, vessels, pipelines etc. He shall be conversant in plumbing jobs also. The Mechanical Technician shall be in shift duty and shall be available for 24 hrs. He must be fluent in both English and Hindi (Read-Write-Speak).

f) Electrical Technician-cum-DG operator:

The Electrical Technician shall be a Diploma holder in Electrical with a minimum experience of 3 years or ITI certificate holder in Electrical having with a minimum of 5 years' experience in maintenance of operation and maintenance of DG sets' alternators, Electrical distribution system, related control panels MCC panels, Air conditioners, various motors etc. The Electrical Technician cum DG Operator shall be in shift duty and shall be available for 24 hrs. He must be fluent in both English and Hindi (Read-Write-Speak).

Electrical Technician shall have valid electrician license.

g) Assistant Fire Operator:

The Fire Operator shall be Metric with certificate course from State Fire Service / Civil / Defence/ any recognized institute with 2 years' experience in fire service. He must be fluent in both English and Hindi (Read-Write-Speak).

h) Production Attendant:

The Production attendant should have minimum 1-year experience as production operator in any oil & gas or other heavy industries. He must be fluent in both English and Hindi (Read-Write-Speak).

i) Fire Operator:

The Fire Operator shall be Metric with HD Vehicle driving license. He should have minimum 2 years' experience in fire service.

The Jobs required to be executed by the above personnel is not exhaustive. The personnel should be ready to help other personnel in carrying out any operational jobs. He must be fluent in both English and Hindi (Read-Write-Speak).

j) Production Engineer:

The person shall be responsible for all operation and maintenance activities of the installation & well installation related to heavy oil production and despatch. The person shall be fully conversant with the operation & maintenance activities of various gas/oil separators, artificial lift like SRP & PCP, Wellhead details and lifting methods, safety practices, computer operation etc. He shall also be conversant with Oil & Gas Mines Safety Rules and Regulations. He shall report to Field Manager for all activities related to oil Production and supply and make all reports related to production. The incumbent shall be an Engineering Graduate in Mechanical/Petroleum/Production/Chemical with minimum 5 (five) years of experience in oil & gas field or 7 years for Diploma in Mechanical/Petroleum/Production/Chemical in Oil & Gas field.

k) Instrument Engineer/Instrument Mechanic:

The *Instrument Engineer* shall be the overall in-charge of all the instrumentation including boilers and SCADA jobs and shall report to Production Engineer. He shall be BE/B Tech degree holder in Instrumentation / Electronics with specialization in Instrumentation and having adequate knowledge in computer application and having a minimum of 3 years' experience in the operation and maintenance of HP boiler in a continuous process plant. He should also be familiar with calibration and servicing of various electronics and pneumatic instruments, analyzing of P&I diagrams, control loop checking, instrumentation standards V-SAT communication system etc.

The *Instrument Mechanic* shall be a Diploma holder in Instrumentation / Electronics with specialization in instrumentation and having adequate knowledge in computer application and with a minimum experience of 3years or ITI certificate holder in instrumentation/electronics having adequate knowledge in computer application with a minimum of 5 years' experience in use of various test equipments, calibration and servicing of electronic (including SMART) and pneumatic instruments in a continuous process plant etc. He shall report to Instrument Engineer.

- l) **Electrical Engineer** Will be overall in-charge of all electrical jobs & should have relevant experience in operation and maintenance of DG sets (not less than 160 KVA) (alternators), Electrical distribution system, related control panels MCC panels and other back up facility UPS, various motors, Air Conditioning System / equipment and other cooling appliances, solar lighting system, Procurement and planning of spares, EDH Operation etc. Shall report to the Field Manager. The incumbent shall be an Engineering Graduate in Electrical with minimum 5 (five) years of experience in oil & gas field or 7 years for Diploma in Electrical in Oil & Gas field.

The details of Key Personnel are to be filled by the bidder in Annexure-V

i) The Bio-data and experience of the personnel has to be produced for our scrutiny. After scrutiny of the bio data OIL will call the incumbent for personal interview before deploying them for the job. The workforce has to be engaged with proper uniform.

NOTE: - Manpower indicated in **Annexure-V & manpower details above** is minimum requirement. However, the Service Provider should arrange additional manpower on his own cost on temporary basis for execution of special jobs, if any, during the Agreement period.

ii) The key manpower as mentioned in enclosed **Annexure-V & manpower details above** are to be engaged for operation and maintenance jobs should have requisite experience as per **Annexure-V & above** to handle various equipments viz. Boilers, Diesel Generating Sets of various capacities, various centrifugal pumps, water treatment plant, pipe and pipe fittings jobs, wellheads, tanks, fire drenching system, Artificial lift etc.

iii) Manpower at point of time during the period of the contract should be as per Manpower requirement Sl no (v) above. In case bidder is not able to provide any manpower as per above list at any point of time for more 36 hours, OIL will impose a penalty of INR 1000 per person besides deducting salary for the period (number of days) for which manpower is not available.

iv) During persons going on rotational off, bidder has to ensure that there is an overlap of one day with proper handing over of jobs so that jobs does not get affected due to lack of co-ordination.

v) For retention of manpower it is mandatory that all employees will be paid a salary of minimum seventy-five percent of the quoted price by the bidder for each manpower excluding PF. The statement needs to be provided with monthly bills.

vi) Bidder has to ensure that during the contract period, bidder's personnel are not involved in any sort of unlawful activities including drinking during working hours, gambling etc.

11.0 BRIEF INFORMATION OF THE FIELD DATA:

Following are the preliminary information of the field:

S No	PARAMETERS	VALUES
1	Liquid Composition (Combined)	Oil: 100% Water: Minor Quantity Gas: NIL
2	Location of the field, installation and wells	As per Annexure-I, II & III
3	Equipment List	As per Annexure-IV
4	Key Manpower Details	As per Annexure-V
5	Well Completion Details	As per Annexure-VI
6	Catering Menu	As per Annexure-VII
7	Crude Characteristics	As per Annexure-VIII
8	BOILER PID	As per Annexure-IX

12.0 GENERAL OBLIGATIONS OF CONTRACTOR:

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

12.1 Perform the work described in the Scope of Work/ Terms of Reference in most economic and cost effective manner accepted in accordance with international oilfield practice.

12.2 Bidder shall arrange transportation of their manpower, materials and equipment/tools/spares/consumables as may be necessary for execution of the assigned jobs from their base to Company's site at Baghewala in Jaisalmer (Rajasthan) and will take back after job completion at their own expenses.

12.3 Bidder shall keep their equipment in good working order and shall begin the work with sufficient spares for full and proper performance. Execution of site job should not be hampered at any point of time for non-availability of manpower, materials, tools or for shutdown/malfunctioning of equipment.

12.4 Bidder shall furnish full particulars of crews and issue photo identity cards to each crew members before actual deployment at site.

12.5 Bidder shall bear all expenses on account of repair/replacement of all their equipment etc., consequent upon any damage/loss/non-performance during the course of operation.

12.6 Bidder shall be bound by laws and regulations of Government of India and other statutory bodies of India. Bidder shall follow its own safety rules, in addition to rules prescribed under Indian laws in respect of safety, security restrictions, work permits & customs etc. as applicable. Bidder should make a bridging document before start of the contract. Also all SOP's needs to be formulated.

12.7 Bidder shall bear all costs for transportation of their equipment and other materials including the insurance premium etc.

12.8 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.

12.9 Bidder 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 in so far as otherwise provided, cover all its obligations under the contract.

12.10 Bidder shall provide additional manpower for Operation & Maintenance OIL's Baghewala site as mentioned in the price schedule format-II. Company will inform the Contractor whenever requirement arises by written intimation. Contractor will mobilise & place the requisite manpower within 10 days of intimation. Liquidated Damages will be applicable if the Contractor fails to do so.

12.11 Bidder shall arrange RO drinking water facility at both the installations (BGW#6 & BGW#8) for OIL & Contractor personnel. A RO plant needs to be installed at the locations for providing safe drinking water.

13.0 GENERAL OBLIGATIONS OF THE COMPANY:

Company shall, in accordance with and subject to the terms and conditions of the contract:

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

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

14.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

14.1 Bidder warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently within the stipulated time frame.

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

14.3 The Bidder shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited, their transportation to & fro from their base

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

14.4 Bidder warrants that it shall perform the work in a professional manner and in accordance with the 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, if any. They should comply with the instructions and guidance which Company may give to the Contractor from time to time.

14.5 OIL shall reserve the right to utilize the services under this Agreement within the OIL's operational area in Baghewala heavy oil field.

14.6 Compliance with Company's instructions: The Service Provider shall comply with all instructions of the Company consistent with the provision of this Agreement, including but not limited to aforesaid installations, operations, safety instructions, confidential nature of information etc. Such instructions shall, if the Service Provider requests, be confirmed in writing by the Company's representative.

14.7 Records to be kept by the Service Provider: The Service Provider shall keep and furnish to the Company accurate records of the rate of production, pressure, temperature, quality and quantity of supplied gas and other necessary parameters of the installations. A legible copy of the said records in duplicate signed by both Service Provider's and the Company's representative shall be furnished by the Service Provider to the Company. Also the Service Provider has to maintain all statutory records as per DGMS & OISD Guidelines in the required format for field installations.

14.8 Confidentiality of Information: All information obtained by the Service Provider in the conduct of operations shall be considered confidential and shall not be divulged by the Service Provider or its employees to anyone other than the Company's representative. The Service Provider to sign a Confidentiality Agreement with OIL. This obligation of the Service Provider shall be in force even-after termination of the Agreement. The Service Provider shall carry out normal maintenance of the Company's item at the aforesaid installation excepting for those items which the Service Provider is not qualified to or cannot maintain or repair with its normal operating personnel and equipment.

END OF SECTION - II

SECTION-III

PRICE SCHEDULE FORMAT-I

PRICE SCHEDULE FORMAT

OPERATION & MAINTENANCE OF OIL's INSTALLATIONS AT BAGHEWALA

(FOR THE PURPOSE OF COMMERCIAL EVALUATION OF BIDS)

PART I.

Sl. No	Description of item	Quantity	Unit	Unit Rates	Total Amount
1	<u>MOB-DEMOB CHARGES : (One Time lump sum)</u>				
i)	Mobilisation charge (M)	Lump-sum	One		
ii)	Demobilisation charge (D)	Lump-sum	One		
I)	Total Mob & De-mob charges: (i) + (ii) under Srl. No. 1.0 above				

PART II

Sl. No. (1)	Description of Services (2)	Unit (3)	Qty. (4)	Unit Rates (5)	Extended Value (6)= (4X5)
1.	Operation and Maintenance (O&M) Rates :				
1. a	Monthly lump sum Maintenance charges for Surface Set up at BGW#8(1 st Year)	Month	12		
	Monthly lump sum Maintenance charges for Surface Set up at BGW#8 (2 nd Year)	Month	12		
	Monthly lump sum Maintenance charges for Surface Set up at BGW#8 (3 rd Year)	Month	12		
1.b	Monthly lump sum Operation charges for Surface Set up at BGW#8(1 st Year)	Month	12		
	Monthly lump sum Operation charges for Surface Set up at BGW#8 (2 nd Year)	Month	12		
	Monthly lump sum Operation charges for Surface Set up at BGW#8 (3 rd Year)	Month	12		
2.a	Maintenance charges for Wellhead Installation (1 st Year) per month	Per Well	180		
	Maintenance charges for Wellhead Installation (2 nd Year) per month	Per Well	216		
	Maintenance charges for Wellhead Installation (3 rd Year) per month	Per Well	240		
2.b	Operation charges for Wellhead Installation (1 st Year) per month	Per Well	180		

	Operation charges for Wellhead Installation (2nd Year) per month	Per Well	216		
	Operation charges for Wellhead Installation (3rd Year) per month	Per Well	240		
3.a	Daily operational charges for CSS Operation (1 st Year)	Per day	240		
	Daily operational charges for CSS Operation (2nd Year)	Per day	240		
	Daily operational charges for CSS Operation (3rd Year)	Per day	240		
4a	Scorpio Fixed charge +driver 1st Year	Month	12		
	Scorpio Fixed charge +driver 2nd Year	Month	12		
	Scorpio Fixed charge +driver 3rd Year	Month	12		
4b.	Scorpio Running charge-With AC 1st Year	Per KM	42000		
	Scorpio Running charge-With AC 2nd Year	Per KM	42000		
	Scorpio Running charge-With AC 3rd Year	Per KM	42000		
4c	Scorpio Running charge-Without AC 1st Year	Per KM	10000		
	Scorpio Running charge-Without AC 2nd Year	Per KM	10000		
	Scorpio Running charge-Without AC 3rd Year	Per KM	10000		
5	Catering Charges				
5a.	Breakfast 1st Year	No	120		
	Lunch 1st Year	No	120		
	Evening Tea with Snacks 1 st Year	No	120		
	Dinner 1 st Year	No	120		
5b.	Breakfast 2nd Year	No	120		
	Lunch 2nd Year	No	120		
	Evening Tea with Snacks 2nd Year	No	120		
	Dinner 2nd Year	No	120		
5c.	Breakfast 3rd Year	No	120		
	Lunch 3rd Year	No	120		
	Evening Tea with Snacks 3rd Year	No	120		
	Dinner 3rd Year	No	120		

6.	Force Majeure Day Rate :				
6.a	Force Majeure Day Rate for Surface Set up at BGW#8 (1st Year)	Days	10		
	Force Majeure Day Rate for Surface Set up at BGW#8 (2nd Year)	Days	10		
	Force Majeure Day Rate for Surface Set up at BGW#8 (3rd Year)	Days	10		
6.b	Force Majeure Day Rate for Wellhead Installation (1st Year)	Days	10		
	Force Majeure Day Rate for Wellhead Installation (2nd Year)	Days	10		
	Force Majeure Day Rate for Wellhead Installation (3rd Year)	Days	10		
7.	Standby Day Rate:				
7.a	Standby Day Rate for Surface Set up at BGW#8 (1st Year)	Days	30		
	Standby Day Rate for Surface Set up at BGW#8 (2nd Year)	Days	30		
	Standby Day Rate for Surface Set up at BGW#8 (3rd Year)	Days	30		
7.b	Standby Day Rate for Wellhead Installation (1st Year)	Days	30		
	Standby Day Rate for Wellhead Installation (2nd Year)	Days	30		
	Standby Day Rate for Wellhead Installation (3rd Year)	Days	30		
A.	PART III : Manpower for hire on call-out basis for minimum period of 6 months				
	Production Operator	Per person per month	36		
	Mechanical Technician	Per person per month	36		
	Instrument Technician	Per person per month	36		
	Electrical Technician	Per person per month	36		
	1st Class Boiler Attendant	Per person per month	36		
	2nd Class Boiler Attendant	Per person per month	36		
	Semi-Skilled Helper	Per person per month	36		
	Driver for Truck mounted Mobile Steam Generator	Per person per month	36		
	Asst Fire Operator	Per person per month	36		

Total estimated contract value = Sum of Part I + Sum of Part II + Sum of Part III

L1 bidder will be decided based on total estimated contract value calculated as above.

NOTE:

1. Break-up of charges towards operations and maintenance to be shown separately as called for.
2. Bidder shall note that no other charges apart from above shall be paid by COMPANY for providing the services mentioned under SCOPE OF WORK. Therefore, charges apart from above, if any, Bidder shall load in the above rates.
3. Assumptions made in respect of the number of days/parameters above for various operations are only for the purpose of evaluation of the bids. The Operator/Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.
4. Monthly lump sum Maintenance charges for Surface Set up at BGW#8 will include but not limited to all maintenance (preventive & breakdown) jobs as mentioned in the scope of work for all the boilers & its accessories in the installation, steam injection lines to wellheads, wellheads to which steam injection is done, artificial lift (SRP) used in wellheads, electrical equipment (like DG Sets, transformers), crude oil tanks, pumps, fire hydrant system, bunk houses etc.
5. Monthly lump sum Operation charges for Surface Set up at BGW#8 will include but not limited to operation of SRP, wellhead operations, bowser loading, intermittent steam injection in wells & tanks, production monitoring and optimization, housekeeping, maintaining records and safety etc.
6. Monthly lump sum Maintenance charges for Wellhead Installation will include but not limited to all maintenance (preventive & breakdown) jobs as mentioned in the scope of work for wellhead installation like maintenance of artificial lift (SRP/PCP) used in wellheads, electrical equipment (like DG Sets, transformers), crude oil tanks, pumps, wellhead valves etc.
7. Monthly lump sum Operation charges for Wellhead Installation will include but not limited to operation of SRP/PCP, EDH, DIS, wellhead operations, bowser loading, steam injection in tanks, production monitoring and optimization, housekeeping, maintaining records and safety etc.
8. Daily operational charges for CSS Operation will include continuous operation of HP boilers for 15/21 days as instructed by OIL. Bidder has to provide manpower throughout 24 hours during CSS Operation. As stated OIL & make a roster from available workforce to carry out CSS. In case OIL feels additional manpower is required for the operation, OIL will ask bidder, 10 days in advance to arrange for people to carry out the job.
9. Bidder has to provide check list for installations with invoice for processing it.
10. Rates quoted above must be inclusive of all taxes, duties and levies excluding Goods & Service Tax etc. However, the quantum included towards same must be indicated separately.
11. Quoted rates must be in compliance to following stipulations:
 - a. Mobilization charges should not be more than 7.5 % Of the contract value and Demobilization Charges should not be more than 5 % of the total evaluated contract value for 1st year of O&M.
 - b. Standby day rate shall not exceed 85% of the respective operating & maintenance day rate on pro-rata basis.
 - c. Force Majeure day rate shall not exceed 80% of the respective operating and maintenance day rate on pro-rata basis.
12. OIL may ask the bidder to supply additional manpower on call-out basis based on Operational exigency as per the rate quoted by bidder under PART-III. Charges quoted under PART-III will be considered for evaluation purpose.
13. The contract shall have a provision for extension by another one (01) year at same terms and conditions and on rates quoted for 3rd year for each item in Part I and Part II and quoted rate in Part III.

14. The Price should be written in both in words & figures. No correction in price should be done.
15. The prices mentioned at this page shall be taken into consideration for evaluation of bids. Any variation observed elsewhere in the bids shall be ignored while evaluation the bids.
16. The prices quoted should be inclusive of all taxes, duties and levies but excluding GST. However, the break-up of taxes and other statutory levies other than GST included above should be indicated separately. Bidder to also furnish the applicable HSN/SAC code with reference to applicable GST rate for each item and service quoted by them.
17. Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
18. The quantities mentioned above are for evaluation purpose and estimation of contract value only. However, payment shall be made based on actual consumption.

END OF SECTION - III

PROFORMA-A**TENDER No. CJI3630P20****LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)
TO BE IMPORTED IN CONNECTION WITH EXECUTION
OF THE CONTRACT SHOWING CIF VALUE**

Srl #	Item Description	Qty / Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = CxD	F	G = F+E	H	I = G+H	J	K	L
1											
2											
3											

(1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".

(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".

(3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorised Person's Signature: _____**Name:** _____

Seal of the Bidder:

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTARD 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 upto..... **(as the case may be)** are correct

YEAR	TURN OVER In INR (Rs.) Crores/ US \$ Million) *	NET WORTH In INR (Rs.) Crores / US \$ Million) *

*Rate of conversion (if used any): USD 1.00 = INR

Place:

Date:

Seal

Membership No:

Registration Code:

UDIN:

Signature

*

BID FORM

To
OIL INDIA LIMITED
For DGM-SERVICES
RAJASTHAN PROJECT
JODHPUR-342005

Sub: IFB No. CJI-3630-P20

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date of issue of Letter of Award (LOA).

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

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

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

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

Dated this _____ day of _____

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Tender No. : CJI-3630-P20

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 highlighted as per format provided above and to be submitted as part of their Technical 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-E

FORM OF BID SECURITY (BANK GUARANTEE)

Ref. No.

Bank Guarantee No.

TO
OIL INDIA LIMITED
For DGM-SERVICES
RAJASTHAN PROJECT
JODHPUR-342005

WHEREAS, (Name of Bidder) (herein after called "the Bidder") has submitted their Bid No. datedfor the provision of certain OILFIELD services (hereinafter called "the Bid") against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR (hereinafter called the "Company")'s IFB 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 (.....)* 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 , 2020.

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 their bid by the Company during the period of bid validity:

- fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders in the tender documents, or

- fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders in the tender documents;

Or

3. If the Bidder furnishes fraudulent document/information in their bid

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

This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTOR.....

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 denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.
 - The Date of Expiry of Bank Guarantee should be 210 days after the bid closing date as stated in the tender document

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature& Seal of the Bank

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To:

(Name of Company)

(Address of Company)

WHEREAS (Name and address of Contractor) (herein after called “Contractor”) had undertaken, in pursuance of Contract No..... Dated to execute (Name of Contract and brief description of the work) (hereinafter called “the Contract”), AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee 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 there under 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 (.....) **(calculated at **3 months** after Contract completion date).

SIGNATURE & SEAL OF THE GUARANTOR :.....

Name of Bank

:.....

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 29.0 of Part-1.

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature& Seal of the Bank

AGREEMENT FORM

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

- (a) General Conditions of Contract, (Part-3, Section-I)
- (b) Scope of Work/Terms of Reference/Technical Specification & Special Conditions (Part-3, Section-II & related Annexures)
- (c) Price Bid Format, (Section-III)
- (d) Bid Form, (Proforma-C)

- (e) Statement of Compliance, (Proforma-D)
- (f) Performance Security Form, (Proforma-F)
- (g) Agreement Form, (Proforma-G)
- (h) General HSE Points (Appendix-A)
- (i) Procedure for obtaining labour license (Appendix-B)
- (j) Provisions for Purchase Preference Policy (linked with Local Content) (PP-LC)
(Section-III)

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

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)
Name:
Status:
In presence of
1.
2.

For and on behalf of Contractor
(M/s. _____)
Name:
Status:
In presence of
1.
2.

* Bidders are NOT required to complete this form.

PROFORMA LETTER OF AUTHORITY

TO

DGM (M&C)

Materials & Contracts Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

Sub: OIL's IFB No. CJI-3630-P20

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

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

Yours Faithfully,

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 competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

AUTHORISATION FOR ATTENDING BID OPENING

Date: _____

TO

DGM (M&C)

Materials & Contracts Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

Sub: OIL's e-Tender No. CJI-3630-P20

We hereby authorise Mr. /Ms. _____ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / Price Bid Opening and for any subsequent correspondence / communication 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.

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / WHOLLY OWNED SUBSIDIARY COMPANY (As the case may be)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____
(Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as Bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/ Subsidiary Company (Delete whichever not applicable)" of the other part:

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/ Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the Bidder for successful execution of the contract, if awarded to the Bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main Bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/ Subsidiary Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the Bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the Bidder.
3. This agreement will remain valid till validity of Bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the Bidder
4. It is further agreed that for the performance of work during contract period Bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to OIL for satisfactory execution of the contract.
5. However, the Bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)

For and on behalf of

(Parent Company/Subsidiary Company (Delete whichever not applicable)

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE (Delete whichever not applicable)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (Mention complete name) a company duly organized and existing under the laws of (Insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, and having an office, amongst others, at Kakinada, Andhra Pradesh, and Jodhpur, Rajasthan, India hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

M/s (Mention complete name), a company duly organized and existing under the laws of (Insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company / **Wholly Owned Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
4. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor’s obligations hereunder.
5. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.

6. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.
For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____

Common seal of the Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE

1. Guarantee shall be executed on stamp paper of requisite value and notarized.
2. The official(s) executing the guarantee shall affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by the Company Secretary shall be furnished alongwith the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company shall also be enclosed alongwith the Guarantee.

"Obligation contained in the deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject"

FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) hereinafter referred to as "Bidder" of the first part and M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Companies of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the Bidder for successful execution of the contract, if awarded to the Bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the Bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Bidder.
3. This agreement will remain valid till validity of Bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the Bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the Bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

For and on behalf of
(Sister Subsidiary /
Co-subsidiary)

For and on behalf of
(Ultimate Parent / Holding
Company)

M/s.
Witness
1)
2)

M/s.
Witness
1)
2)

M/s.
Witness
1)
2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

APPENDIX-A

GENERAL HSE POINTS

1.0 It will be solely the Contractor's responsibility to fulfil 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 & 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 Centres 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,E,J (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.

Appendix-B

Procedure for obtaining Labour License 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 license from Licensing Officer. To obtain license 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 license 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 license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

ANNEXURE -X

Provisions for procurement of Services pertaining to Oil & Gas business activities covered under Purchase preference Policy (linked with Local Content) (PP-LC).

This tender will be governed by the Purchase preference policy (linked with Local Content) (PP-LC) of Ministry of Petroleum & Natural Gas, Government of India. Indian Bidders are advised to refer notification no. O-27011/44/2016-ONG-II/FP dtd. 25.04.2017 and subsequent amendments, if any, and submit the necessary documents, declaration, undertaking etc. as per the policy guidelines along with their bid. As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 10% of the L1, subject to matching the L1 price. Bidders seeking Purchase preference (linked with Local Content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide original notification of the policy and subsequent amendments applicable as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non-Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria). In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks EMD exemption under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. Evaluation of bids with reference to PP-LC policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to PP-LC policy and denial of benefits under the policy.

ANNEXURE-XI

FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC
INFORMATION/DOCUMENTS

(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. CJI-3630-P20

Dated _____

To,
The GM-C&P (RF)
Contracts & Purchase Deptt,
OIL, Rajasthan Fields, Jodhpur

Sir,

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

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

FORM OF PERFORMANCE BANK GUARANTEE

To

**M/s OIL INDIA LIMITED (OIL)
RAJASTHAN PROJECT
JODHPUR , RAJASTHAN - 342005**

WHEREAS (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. to execute ----- (Brief Description of the Work) (hereinafter called "the Contract").

Further, M/s (Name of the ultimate parent) having its

registered/head office at is the **"Ultimate Parent"** of

"Supporting Company" M/s..... (Name of the supporting company with address)/M/s..... (Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/ **"ULTIMATE PARENT"**, which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the **"Supporting Company"/ "Ultimate Parent"** (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the **"ULTIMATE PARENT"**, shall furnish to OIL a performance guarantee for Indian Rupees/US\$ towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give the **"ULTIMATE PARENT"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT"**, up to a total of (Amount of Guarantee in figures)

_____ (in words), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor / **ULTIMATE PARENT** before presenting us with the demand.

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

This guarantee is valid until the day of . The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO: IFSC

CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS

Designation

Name of Bank

Address

Witness

Address

Date:

Place:

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a) The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:

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

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS CODE - UTIB0000057; SWIFT CODE: AXISINBB057.

Branch Address - Axis Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003.

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

--END OF TENDER DOCUMENT--