



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

Contract & Purchase  
Department (Rajasthan  
Field) 02-A, District  
Shopping Centre,  
Saraswati Nagar, Basni  
Jodhpur – 342005

Date: 29.12.2020

### **FORWARDING LETTER**

**Sub: Hiring of services for Well Activation, Well Servicing, Completion of 45 Nos. Of gas / Oil Wells and Acidization of 5 Nos. of wells in OIL's operational area of Rajasthan for Three (03) years on call out basis with one-year extension at same rates, terms and condition.**

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

**Hiring of services for Well Activation, Well Servicing, Completion of 45 Nos. Of gas / Oil Wells and Acidization of 5 Nos. of wells in OIL's operational area of Rajasthan for Three (03) years on call out basis with one-year extension at same rates, terms and condition.**

2.0 For your ready reference, few salient features (Covered in details in this bid document) are highlighted below:

- |       |   |   |  |
|-------|---|---|--|
| i)    | OIL's Tender No.                          | : | CJI6013P21 dated 29.12.2020  |
| ii)   | Type of Bid                               | : | <b>Single Stage Two bid System</b>   |
| iii)  | Bid Closing Date & Time                   | : | 29.01.2021 at 11.00 hrs (IST).   |
| iv)   | Bid Opening Date & Time                   | : | 29.01.2021 at 15.00 hrs (IST).   |
| v)    | Bid Opening Place                         | : | Office of GM (C&P), Oil India Limited, Jodhpur, Rajasthan                  |
| vi)   | Amount of Performance Security            | : | 3 % of annualized Contract Value.  |
| vii)  | Mobilization Time                         | : | 90 days from issue of mobilization notice.                                 |
| viii) | Duration of Contract                      | : | Three (03) years from the date of commencement of contract                 |
| ix)   | Liquidated Damage for timely Mobilization | : | As per Clause No. 30.0 of GENERAL CONDITIONS OF CONTRACT under Section-III |

- xii) Integrity Pact : Integrity Pact(Annexure-A1) has to be signed by the bidder's authorized signatory who sign the Bid and uploaded along with the bid in e-portal. Any bid not accompanied by Integrity Pact Proforma duly signed(digitally) by the bidder shall be rejected straightway.
- 3.0 Please do refer to the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 4.0 PURCHASE PREFERENCE: Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is the bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.
- 5.0 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.
- 6.0 Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance /noncompliance to all the terms and conditions of NIT.
- 7.0 We now look forward to receive your most competitive offer in line with the tender terms well within the bid closing date and time.

Yours faithfully,  
OIL INDIA LIMITED

**(Ravi Chaudhary)**  
**MANAGER (C&P)**  
**FOR GM (C&P-RF)**  
**FOR EXECUTIVE DIRECTOR (RF)**

## SECTION – I

### INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from experienced and reputed indigenous (domestic) Service Providers for the following services under Single Stage Two Bid System for its RAJASTHAN FIELDS through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJI6013P21 dated 29.12.2020.
- 1.2 Bid Closing Date : 29.01.2021  
& Time : (11:00 Hrs. IST)
- 2.0 **Description of Services: Hiring of services for Well Activation, Well Servicing, Completion of 45 Nos. Of gas / Oil Wells and Acidization of 5 Nos. of wells in OIL's operational area of Rajasthan for Three (03) years on call out basis with one-year extension at same rates, terms and condition.**
- 3.0 Tender Document will not be issued physically by Company. 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>. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. **USER-ID and PASSWORD are not transferable.**
- 4.0 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.
- 5.0 For availing benefits under Public Procurement Policy (Purchase preference), 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). They should submit documents in this regard.
- 6.0 OIL reserves the right to refuse issue of User Id & Pass Word to such parties even after submission of necessary documentation as per online registration process, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 7.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at [www.oil-india.com](http://www.oil-india.com):-

**(END OF SECTION – I)**

## **PART – II**

### **INSTRUCTIONS TO BIDDERS**

#### **1.0 Eligibility of the bidder:**

1.1 The eligibility of the bidders are listed under BID EVALUATION CRITERIA (BEC), SECTION – II of the Bid document.

1.2 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.

#### **2.0 Bid Documents:**

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

- a) Tender Forwarding Letter
- b) Instructions to Bidders, (Part-II)
- c) Bid Evaluation Criteria (BEC), (SECTION – II)
- d) General Terms and Conditions, (SECTION-III)
- e) Scope of Work & Special Conditions of Contract, (SECTION – IV)
- f) Price Schedule Format, (Proforma-A)
- g) Bid Form, (Proforma-B)
- h) Statement of Compliance, (Proforma -C)
- i) Performance Security Form, (Proforma-E)
- j) Agreement Form, (Proforma-F)
- k) Proforma Letter of Authority, (Proforma-G)
- l) Authorization for Attending Bid Opening, (Proforma -H)
- m) Format of Bid Security Declaration, (Proforma -I)
- n) Integrity Pact, (Annexure-A1)
- o) Format for Certificate of Annual turnover & Net Worth (Annexure – 1)
- p) Format for Undertaking by Bidders towards compliance of office memorandum, (Annexure-B)
- q) General HSE Points, (Appendix-A)
- r) Procedure for obtaining labour license, (Appendix-B)
- s) Provisions for Purchase Preference Policy (linked with Local Content) (PP-LC), Proforma, (ANNEXURE –X)
- t) Format of undertaking by Bidders towards submission of authentic information/documents (Annexure-XI)
- u) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company (Attachment – I)
- v) Parent Company/Subsidiary Company Guarantee (Attachment – II)
- w) Format of Agreement between Bidder and Sister Subsidiary/Co-subsubsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary /Co-Subsidiary (Attachment –III)

2.2 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.

2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, 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.

3.0 Transferability of bid documents:

3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.

3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

3.3 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(s)/Corrigendum(s)/Amendment(s).

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 **Preparation of Bids**

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

5.2 Bidder's/Agent's Name & address:

5.2.1 Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

5.3 Documents comprising the bid:

5.3.1 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 (to be uploaded in "Technical Attachments" tab)
- a) Complete technical details of the services offered.
  - b) Documentary evidence established in accordance with Clause 9.0.
  - c) Copy of Bid-Form **without** indicating prices in Proforma-B.
  - d) Statement of compliance as per Proforma-C.
  - f) Copy of Priced Schedule **without** indicating prices (Proforma-A)
  - g) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the Bidder

Note: Please note that, **no price should be mentioned in the "Technical Attachments" tab.**

- (B) Price Bid (to be uploaded in "Notes and Attachments" tab)

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

- a) Price Schedule Format as per Proforma-A
- b) Bid Form as per Proforma-B

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

## 6.0 **Bid Form:**

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

## 7.0 **Bid Price:**

7.1 Prices must be quoted by the Bidders online as per the price Schedule format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

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

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

- 8.0 **Currencies of bid and payment:** As this is a tender involving only Indian bidders (Local Competitive Bidding) the currency of the bid must be in Indian Rupees only and payment will be made accordingly in Indian Rupees.
- 9.0 **Documents establishing bidder's eligibility and qualifications:**
- 9.1 These are listed in BID EVALUATION CRITERIA (BEC), SECTION – II of the Bid document.
- 10.0 **Bid Security:**
- No Bid Security /Earnest Money Deposit (EMD) is required to be submitted against the tender. Instead of EMD /Bid Security, all the bidders shall be required to sign a “Bid securing declaration” accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of two (2) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit “Bid Securing Declaration” as per enclosed **Proforma-I** along-with their Technical bids.
- 11.0 **Exemption from submission of bid security: NA**
- 12.0 **PERIOD OF VALIDITY OF BIDS:**
- 12.1 Bids shall remain valid as per the requirement mentioned in forwarding letter 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.
- 12.2 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. A Bidder granting the request will neither be required nor permitted to modify their Bid.
- 13.0 **Signing & submission of bids:**
- 13.1 Signing of bids:
- 13.1.1 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 Organization's Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the “Organization Name” field are only acceptable. Digital Signature Certificate having “Organization Name” field other than Bidder's Name shall be rejected summarily.
- The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

In case the digital signature is not of “Class-3” with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-G) shall be indicated by written Power of Attorney accompanying the Bid.
- 13.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

13.2 **Submission of bids:**

The tender is processed under single stage Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions is available in “User Manual” available in OIL’s E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical Attachment” Tab Page only. Prices to be quoted as per Proforma-A should be uploaded as Attachment just in the attachment link under “Notes & Attachments” 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. 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 GM (C&P), Oil India Ltd., Rajasthan Field, 2A-District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India on or before 11.00 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Power of Attorney for signing of the bid digitally.
- c) Any other document required to be submitted in original as per bid document requirement.

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



- 13.2.1 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-C of the bid document and in case of non-compliance, if any, the same to be highlighted in the Proforma-C and the same should be uploaded along with the Technical Bid.
- 13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 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.
- 13.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 14.0 Indian agent/representative/retainer/associate: NOT APPLICABLE
- 15.0 **Deadline for submission of bids:**
- 15.1 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. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 15.2 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.
- 15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the "Forwarding Letter" on or before the bid closing date and time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.
- 16.0 **Late Bids:**
- 16.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.
- 17.0 **Modification and withdrawal of bids**
- 17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

- 17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 17.3 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.
- 18.0 **Extension of bid submission date**
- 18.1 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.
- 19.0 **Bid opening and evaluation**
- 19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **Proforma-H**) 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.
- 19.2 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.
- 19.3 Bids which have been withdrawn pursuant to clause 17.0 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.
- 19.4 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.
- 19.5 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.

- 19.6 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 substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 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.
- 19.8 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.
- 20.0 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.
- 20.1 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.
- 21.0 Conversion to single currency: NOT APPLICABLE.
- 22.0 **Evaluation and comparison of bids**
- The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), SECTION – II of the Bid Documents.
- 22.1 **Discounts / rebates**
- 22.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 22.1.2 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.
- 22.2 **Loading of foreign exchange**

There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

22.3 Exchange rate risk: NOT APPLICABLE

22.4 Repatriation of rupee cost: NOT APPLICABLE

23.0 **Contacting the company**

23.1 Except as otherwise provided in Clause 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 19.5.

23.2 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.

24.0 **Award of contract**

24.1 Award criteria

24.1.1 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.

25.0 **Company's right to accept or reject any bid**

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

26.0 **Notification of award**

26.1 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.

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

27.0 **Performance security:**

Successful bidder has to submit Performance Security amount as mentioned in GCC clause no. 10.0.

28.0 **Signing of contract**

28.1 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.

28.2 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.

28.3 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 debarred for a period of 2(two) years from the date of default.

(Signing of the Contract may be done at the place of award in presence of both parties)

29.0 Credit facility

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.

30.0 Mobilization and advance payment

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

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

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

31.0 Integrity pact:

31.1 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 returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

31.2 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a. Shri Sutanu Behuria, IAS (Retd.); Ex-Secretary, Ministry of Heavy Industries & Public Enterprise  
E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)
- b. Shri Om Prakash Singh, IPS(Retd.)  
E-Mail id: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)
- c. Shri Rudhra Gangadharan, IAS (Retd.); Ex-Secretary, Ministry of Agriculture E-mail id: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)

### 32.0 **Local conditions**

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.

### 33.0 **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.

### 34.0 **Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no. O-20013/2/2017-FP-PNG dated 07.10.2019 of MoPNG.**

- 34.1 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.

In pursuance of the PP-LC policy as applicable, bidder availing the benefit of purchase preference on local content shall have to submit additional Bank Guarantee equivalent to the amount of PBG, on award of contract to the bidder under PP-LC.

- 35.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23<sup>rd</sup> July, 2020 (Order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23<sup>rd</sup> July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defense of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable. Bidders must submit duly sealed & signed undertaking as per format provided vide Annexure-B along with the technical bid.

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

**Validity of Registration:**

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of

order, registration shall not be a relevant consideration during contract execution.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India "for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;



5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

### 36.0 **Third Party Inspection:**

1.0 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. <a href="mailto:ssd@rina.org">ssd@rina.org</a> b. <a href="mailto:Andrea.Vattuone@rina.org">Andrea.Vattuone@rina.org</a>
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. <a href="mailto:mangesh.gaonkar@dnvgl.com">mangesh.gaonkar@dnvgl.com</a>
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. <a href="mailto:Jaimin.Bhatt@tuv-sud.in">Jaimin.Bhatt@tuv-sud.in</a> b. <a href="mailto:sanjaykumar.singh@tuv-sud.in">sanjaykumar.singh@tuv-sud.in</a> c. <a href="mailto:Pankaj.Narkhede@tuv-sud.in">Pankaj.Narkhede@tuv-sud.in</a> d. <a href="mailto:Ajit.Yadav@tuv-sud.in">Ajit.Yadav@tuv-sud.in</a>
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:abhishek.singh@irclass.org">abhishek.singh@irclass.org</a> b. <a href="mailto:pradeep.bansal@irclass.org">pradeep.bansal@irclass.org</a> c. <a href="mailto:Asim.Hajwani@irclass.org">Asim.Hajwani@irclass.org</a> d. <a href="mailto:Amit.Ketkar@irclass.org">Amit.Ketkar@irclass.org</a> e. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a>
vi.	M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:bbhavsar@gulflloyds.com">bbhavsar@gulflloyds.com</a> c. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a> d. <a href="mailto:gulflloyds.india@gmail.com">gulflloyds.india@gmail.com</a>
vii.	M/s. TUV India Private Limited	a. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a> b. <a href="mailto:delhi@tuv_nord.com">delhi@tuv_nord.com</a>
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.Deotale@ind.tuv.com">Shailesh.Deotale@ind.tuv.com</a> b. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a> c. <a href="mailto:rupeshkumar.singh@ind.tuv.com">rupeshkumar.singh@ind.tuv.com</a> d. <a href="mailto:Neeraj.Chaturvedi@ind.tuv.com">Neeraj.Chaturvedi@ind.tuv.com</a>

ix.	M/s. Bureau Veritas (India) Private Limited	a. <a href="mailto:udit.chopra@bureauveritas.com">udit.chopra@bureauveritas.com</a> b. <a href="mailto:vishal.sapale@bureauveritas.com">vishal.sapale@bureauveritas.com</a> c. <a href="mailto:dinesh.sukhramani@bureauveritas.com">dinesh.sukhramani@bureauveritas.com</a> d. <a href="mailto:p.sridhar@bureauveritas.com">p.sridhar@bureauveritas.com</a> e. <a href="mailto:hariprasad.jhawar@bureauveritas.com">hariprasad.jhawar@bureauveritas.com</a> f. <a href="mailto:amit.shaw@bureauveritas.com">amit.shaw@bureauveritas.com</a> g. <a href="mailto:business.support@bureauveritas.com">business.support@bureauveritas.com</a> h. <a href="mailto:labhanshu.sharma@bureauveritas.com">labhanshu.sharma@bureauveritas.com</a> i. <a href="mailto:pramodkumar.yadav@bureauveritas.com">pramodkumar.yadav@bureauveritas.com</a> j. <a href="mailto:sonal.lad@bureauveritas.com">sonal.lad@bureauveritas.com</a> k. <a href="mailto:bvindia.corporate@in.bureauveritas.com">bvindia.corporate@in.bureauveritas.com</a>
-----	---	---

- 2.0 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.
- 3.0 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.
4. The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:
- (a) Oil India Limited will incorporate a relevant clause in the tender along with the list of empanelled inspection agencies where document verification pertaining to BEC/BRC of the tender is required. The prospective bidder will contact any of the empanelled inspection agencies against such tender. When prospective bidders approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. The inspection Agency shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with

their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. A copy of the Inspection Certificate shall be directly sent to the Concerned Tendering officer of OIL INDIA LIMITED, mentioned in the respective tender.

(b) Verification of documents are normally categorised as under:

➤ **General Requirement:**

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company – last three years (minimum)
- Check Bidder's Certificate of Incorporation – Domestic Bidder.

➤ **Additional Documents: (If applicable against the tender)**

- Joint Ventures Agreements – To Double-check with JV Partners
- Consortium Agreements – To Double-check with Consortium Partners
- Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern

➤ **Technical Criteria**

- Experience Proof –To check Original Work Order as per BEC /criteria
- To check Company Name
- To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too)
- To check the Execution period
- To Check the Completion Certificates – Letter of Appreciations of proper Execution
- Reference contact verification and true copy verification
- Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies

➤ **Financial Criteria**

- Check Audited Balance Sheet – Turnover as per BEC along with the bidder's compliance with respect to the following clause:

Considering the time required for preparation of Financial Statements, if the last date of the 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 as on the Original bid closing date as per format'.

- Check Net-Worth – as per BEC
- Check Notarization validity
- Check original audited Balance Sheet with scan copies.
- To check the Line of Credit, if incorporated in the tender.

**(END OF PART – II)**

## SECTION – II

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

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

#### **I TECHNICAL EVALUATION CRITERIA:**

Bidder can be any proprietorship firms, partnership firms, private limited companies, Ltd companies including PSUs meeting the requisite criteria as mentioned below. The bidder must be an Indian entity.

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

#### **1.0 GENERAL REQUIREMENTS AND SPECIFICATION OF EQUIPMENT:**

**1.1** All major equipment offered for this tender i.e. Coiled Tubing Unit, Nitrogen Pumping Unit and Fluid Pumping Unit with heating facility shall not be manufactured before 01/01/2011.

**1.1.1** In support of clause no. 1.1, the bidder shall submit documents such as Purchase invoice copy/Registration Card /Insurance copy or any relevant document which substantiate that the offered major equipment's i.e. Coiled Tubing Unit, Nitrogen Pumping Unit and Fluid Pumping Unit are not manufactured before 01/01/2011.

**1.2** In case of brand new equipment for which bidder has placed Purchase Order but awaiting delivery, the bidder shall submit a certificate from the manufacturer along with the Technical Bid. The certificate from manufacturer should also clearly indicate the committed date of readiness of the equipment for shipment after due inspection.

**1.2.1** In case the bidder offers the equipment owned by him, the self-certificate confirming availability of the equipment for this contract, shall be furnished by the bidder.

**1.3** In case the bidder does not own the equipment's at the time of submission of bid and offers leased units or proposed purchase of the Units (other than brand new), bidders shall submit the original Memorandum of Understanding/Agreement of lease/purchase of unit, concluded with the owner of the units, especially for this tender, with documentary proof of ownership of the units. The above MOU/Agreement must be valid for the period of contract and any extension thereof.

## 2.0 **EXPERIENCE:**

(a) Technical:

**2.1** The bidder shall have experience of completing **at least 25 (Twenty Five) numbers** of Well Stimulation / Well Servicing / Acidization jobs relating to oilfield operations with the help of bidder's own / leased equipment's during the last seven (07) years prior to the bid closing date. In support of the experience, the bidder shall submit documentary evidences as per clause 2.2 below.

**2.2** Documents establishing successful execution of jobs 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 completion Certificate(s) or payment certificate(s) or any other documents which substantiate completion of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.).

**2.3** Bidder must have the requisite equipment's and other resources/facilities as required to carry out the intended services for well activation with CTU & NPU, FPU, Acidization & completion services available with them. Details to be furnished along with the Bid. In case Bidder does not have any of the services mentioned above they may enter into a consortium/ legally valid agreement with a third party as per Clause 2.4 & 2.5 mentioned below.

**2.4** In absence of direct experience of the Bidder/Principal Bidder in areas explained above, a legally valid MOU with a party 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 2.1 and 2.3 of above.
- e. A clear undertaking from the MOU partner not to withdraw from their obligations during the currency of the contract specifically indicated their role in execution of the contract.
- f. The MoU Partner should be an Indian entity.

**2.5** In case the Bidder is a Consortium of companies, the under-mentioned experience & financial requirement should be satisfied by the Bidder -

- a) The Leader of the Consortium should satisfy the minimum experience requirement as per Para 2.1 above.
- (b) All consortium partners should be Indian entities.

(c) The Leader of the consortium should confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this Bid Document. This confirmation should be provided along with the Technical Bid.

(d) All the members of the consortium must undertake in their MOU that each party shall be jointly and severally liable to OIL for any and all obligations and responsibilities arising out of this contract.

**2.5.1** MOU concluded by the Bidder with Technical Collaboration/Joint Venture Partners (in case of joint venture/consortium offers), should also be addressed to OIL, clearly stating that the MOU/Agreement is applicable to this particular Tender and shall be binding on them for the entire contract period. Notwithstanding, the responsibility of completion of jobs under this contract will be that of the main Bidder. The MOU/Agreement should be executed on a legally valid document.

**2.5.2** Any party extending technical support by way of entering into a technical collaboration with another party shall not be allowed to submit an independent bid against this Tender and such bid shall be rejected straightway. Furthermore, all bids from parties with technical collaboration support from the same Principal shall be rejected outright.

## **2.6 BIDS FROM WHOLLY OWNED SUBSIDIARY:**

Bids of those bidders who themselves do not meet the experience criteria as stipulated in the tender, can also be considered provided the bidder is a wholly owned subsidiary company of the parent company which itself meets the experience criteria. In such case as the subsidiary company is dependent upon the experience of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed) between the parent company and the subsidiary company and Corporate Guarantee (as per format enclosed) from the parent company to OIL for fulfilling the obligation under the contract. However, in this case the Parent company should also be an Indian entity.

**2.6.1** The Primary Bidder shall however, have to take full responsibility for successful execution of the contract.

## **3.0 MOBILISATION TIME:**

**3.1** Time is the essence of this contract. The Bidder should be able to complete the initial (1st) mobilization with all their resources and start the work at well site in Rajasthan within ninety (90) Days from the date of LOA or mobilization notice and the subsequent mobilizations within FIVE (5) days from the date of issue of mobilization notice by the Company against each call. The bidder must submit categorical confirmation in this regard along with their "Technical" bid. Offers without confirmation of the stipulated mobilization time or with more mobilization time will be summarily rejected.

## **4.0 DOCUMENTS:**

**4.1** Bidders must furnish documentary evidences, in support of fulfilling all the above requirement as under:

- (a) Equipment offered – The necessary technical details & literatures of the offered units.
- (b) Vintage of the offered equipment as per Clause No. 1.1.1 above.
- (c) Copies of relevant pages of Contracts & Certificates issued by the clients as mentioned in clause 2.2.
- (d) MOU or legally acceptable documents (wherever applicable) in support of tie-up arrangement (Documents for Clause Nos. 2.3, 2.4, 2.5, 2.6).

**NOTES:**

1. OIL reserves the right to ask for any Original or other relevant document to verify the certification.

**II FINANCIAL EVALUATION 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 3.37 crores.**

2.0 "**Net Worth**" of the Bidder should be positive for the preceding financial/ accounting year.

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, Firm Registration Number and UDIN (Unique Document Identification Number)), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE - I.

OR

ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign Bidders, self-attested/ digitally signed printed published accounts are also acceptable.

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 Bidders a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per Para II.1.0 above. Other Consortium members individually shall have to meet the financial turn-over criteria of **INR 1.69 Crores**.

5.0 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 authorised 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 (as per **Attachment IV**).
- 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 Bidder to submit a "Bid Security Declaration" accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit the performance security before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.

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 form 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 initialed 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 bear, within the quoted rate, all taxes, duties, levies etc., but, excluding service tax as applicable towards the services to be rendered against the contract as per scope of work.

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" (Proforma – B) of Bid Document; otherwise the Bid will be summarily rejected.

16.0 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/ Representative/Retainer/Associate cannot represent more than one foreign principal.

17.0 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 & Labor Law
- viii) Termination Clause
- ix) Integrity Pact
- x) Withholding Clause

18.0 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 prior to date of price-bid opening.

19.0 **Customs duty:** The Services under the contract shall be carried out in Baghewala - Jaisalmer PML areas renewed/issued to the Company after 01.04.1999 by Govt. of India and therefore, customs duty is not payable on items imported for execution of the contract. The Bidder should take note of this while submitting bid against the tender.

#### **IV GENERAL:**

1.0 The Statement of Compliance (enclosed PROFORMA – C) 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 PROFORMA-C of this Section by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.

4.0 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. Bids without the Integrity Pact digitally signed by the Bidder shall be rejected straightway.

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.

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

## **V BID EVALUATION CRITERIA:**

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

1.0 Commercial Bids (price-bids) of only the technically qualified Bidders will be opened on a pre-determined date and the same will be evaluated taking in to account the sum total cost of all components quoted by the Bidders as per Price Bid Format (Proforma-B) and the contract will be awarded to the lowest evaluated Bidder.

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

3.0 The Bidders must quote their charges/ rates in the manner as called for vide "Schedule of Rates" under Section-V and the summarized Price Bid Format vide enclosed Proforma-B.

4.0 The quantities shown against each item in the “**Price Bid Format (i.e. in Proforma-B)**” are tentative quantities for whole duration of the contract and shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company’s prior approval.

5.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per Proforma – B.

Sl. No	Particular/activity	UOM	Qty.	Unit Rate	Total Amount
	<b>CTU SERVICE</b>				
1	Initial Mobilization charges CTU	LSM	1	a	<b>A = a x 1</b>
2	Coil Tubing Unit Operating Charges for Equipments (including all allied piping etc) and Manpower	H	2000	b	<b>B = b x 2000</b>
3	Rental charges Equipment & manpower for Entire CTU Unit	DAY	400	c	<b>C = c x 400</b>
4	Interim De-Mobilization Charges	NO	42	d	<b>D = d x 42</b>
5	Interim Re-Mobilization Charges for Inter-Location Movement upto 25 Km from the last job location Inter	NO	42	e	<b>E = e x 42</b>

6	Additional Interim Re-Mobilization Charges for Inter-Location Movement beyond 25 Km from the last job location	KM	9000	f	<b>F = f x 9000</b>
7	Final Demobilization charges of CTU Unit	LSM	1	g	<b>G = g x 1</b>
	<b>NPU SERVICES</b>				
8	Initial Mobilization charges NPU	LSM	1	h	<b>H = h x 1</b>
9	NPU Operating Charges for Equipments (including all allied piping etc) and Manpower	H	2500	i	<b>I = I x 2500</b>
10	Rental charges Equipment & manpower for Entire NPU Unit	DAY	400	j	<b>J = j x 400</b>
11	Interim De-Mobilization Charges	NO	45	k	<b>K = k x 45</b>
12	Interim Re-Mobilization Charges for Inter-Location Movement upto 25 Km from the last job location	NO	45	l	<b>L = l x 45</b>
13	Additional Interim Re-Mobilization Charges for Inter-Location Movement beyond 25 Km from the last job location	KM	15000	m	<b>M = m x 15000</b>
14	Final Demobilization charges of NPU	LSM	1	n	<b>N = n x 1</b>
15	CONSUMABLES: Charges for liquid nitrogen (99.9% purity)	GAL	200000	o	<b>O = o x 200000</b>
	<b>FPU SERVICE</b>				
16	Initial Mobilization charges FPU	LSM	1	p	<b>P = p x 1</b>
17	Operating charges of FPU & Personnel	H	1800	q	<b>Q = q x 1800</b>
18	Rental Charges of FPU& Personnel	DAY	200	r	<b>R = r x 200</b>
19	Interim De-Mobilization Charges	NO	40	s	<b>S = s x 40</b>
20	Interim Re-Mobilization Charges for Inter-Location Movement upto 25 Km from the last job location.	NO	40	t	<b>T = t x 40</b>
21	Additional Interim Re-Mobilization Charges for Inter-Location Movement beyond 25 Km from the last job location	KM	10000	u	<b>U = u x 10000</b>
22	Final Demobilization charges FPU	LSM	1	v	<b>V= v x 1</b>
	<b>ACIDIZATION SERVICES</b>				
23	Initial Mobilization Charge for Acidization Unit	LSM	1	w	<b>W=w x 1</b>

24	Operating Day Rate for Equipment & Personnel	DAY	50	x	<b>X= x x 50</b>
25	Rental charges tools & manpower Acidization Job	DAY	80	y	<b>Y=y x 80</b>
26	Interim De-Mobilization Charges	NO	7	z	<b>Z=z x 7</b>
27	Interim Re-Mobilization Charges for Inter-Location Movement upto 25 Km from the last job location	NO	7	a1	<b>A1=a1 x 7</b>
28	Additional Interim Re-Mobilization Charges for Inter-Location Movement beyond 25 Km from the last job location	KM	5000	b1	<b>B1=b1 x 5000</b>
29	Final De-mobilization Charge for Acidization Unit.	LSM	1	c1	<b>C1=c1 x 1</b>
	<b>OTHER SERVICES</b>				
30	Echo-meter services (E)	PRN	80	d1	<b>D1=d1 x 80</b>
	<b>OTHER SERVICES</b>				
31	Cost of Chemicals, Additives, Consumables etc. for ACID PICKLING JOB	PW	8	e1	<b>E1=e1 x 8</b>
32	Cost of Chemicals, Additives, Consumables etc. for TUBING INTEGRITY TEST	PW	8	f1	<b>F1=f1 x 8</b>
	<b>COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc for ACID PICKLING JOB, TUBING INTEGRITY TEST (F)</b>				
33	Cost of Chemicals, Additives, Consumables etc. for ACID PREFLUSH	M	40	g1	<b>G1=g1 x 40</b>
34	Cost of MAIN ACID	M	40	h1	<b>H1=h1 x 40</b>
35	Cost of Chemicals, Additives, Consumables etc. for Overflush	M	40	i1	<b>I1=i1 x 40</b>

**Total Contract cost: A+B+C+D+E+F+G+H+I+J+K+L+M+N+O+P+Q+R+S+T+U+V+W+X+Y+Z+A1+B1+C1+D1+E1+F1+G1+H1+I1**  
**(i.e., sum total of Sl. Nos. 1 to 35)**

Sl. No.	UOM	Description
1	LSM	Lumpsum
2	H	Hour
3	DAY	Days
4	NO	Number
5	KM	Kilometer
6	GAL	US Gallon
7	PRN	Per Run
8	PW	Per Well
9	M	Meter

**Notes:**

- (I) Bidders are to declare the detailed information regarding the equipment, consumables etc. required to be imported in to India in connection with these operations in Proforma-I (enclosed) for estimating the customs duty.
- (II) **Custom Duty:** The services under this Contract shall be carried out in ML/PEL areas of the Company and therefore, imports under this Contract is presently exempted from Customs Duty. Bidders should take note of the same while quoting. No customs duty shall therefore be considered for evaluation.

**(END OF SECTION – II)**

## **SECTION – III**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1.0 APPLICABILITY, DEFINITION & INTERPRETATION**

##### **1.1 Applicability**

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC/BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

##### **1.2 Definition & Interpretation**

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

###### **1.2.1 COMPANY/OIL/Operator:**

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

###### **1.2.2 CONTRACTOR:**

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

###### **1.2.3 Contract:**

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

###### **1.2.4 Site:**

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

###### **1.2.5 COMPANY's Site Representative/Engineer:**

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

###### **1.2.6 Sub-Contract:**

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

###### **1.2.7 Sub-Contractor:**



Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY).

**1.2.8 Contractor's Representative:**

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

**1.2.9 Contract Price/Value:**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

**1.2.10 Firm price:**

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

**1.2.11 Service/Works/Operations:**

Shall mean and include all items and things to be supplied/done and all work/Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

**1.2.12 Equipment/Materials/Goods:**

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

**1.2.13 Drawings:**

Shall mean and include all Engineering sketches, general arrangements/layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

**1.2.14 Specifications:**

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

**1.2.15 Engineer In-charge (EIC):**

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for

and on its behalf for operation of the contract.

**1.2.16 Inspectors:**

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

**1.2.17 Tests:**

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

**1.2.18 Approval:**

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

**1.2.19 Day:**

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

**1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

Means any day which is not declared to be holiday by the COMPANY.

**1.2.23 Bid/offer:**

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

**1.2.24 Guarantee:**

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

**1.2.25 Mobilization:**

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

**1.2.26 De-mobilization:**

Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in

accordance with relevant notification from Customs Authorities.

**1.2.27 Willful Misconduct:**

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

**1.2.28 Gross Negligence:**

Shall mean 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 unjustifiable 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.

**1.2.29 Criminal Negligence:**

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

**1.2.30 GST Legislations:**

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts’
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

**2.0 CONTRACT DOCUMENT:**

**2.1 Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

**2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

**2.3      Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

**3.0      WAIVERS AND AMENDMENTS:**

**3.1      Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

**3.2      Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the SCOPE OF WORK as furnished by the COMPANY, in this tender document. COMPANY's instruction in this regard shall be final and binding.

**4.0      CONTRACT TIMELINE:**

**4.1      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. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

**4.2      Date of Commencement of Operation:**

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

**4.3      Duration of the contract:**

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

**5.0      SCOPE OF WORK/CONTRACT:**

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

**6.0      GENERAL OBLIGATION OF CONTRACTOR:**

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

**6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in

an efficient and workman like manner.

- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3** 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.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** 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.
- 6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, 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.
- 6.7** 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.
- 7.0 GENERAL OBLIGATION OF COMPANY:**  
COMPANY shall, in accordance with and subject to the terms and conditions of this contract:
- 7.1** Pay CONTRACTOR in accordance with terms and conditions of the contract.
- 7.2** Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
- 7.3** Perform all other obligations required of COMPANY by the terms of this contract.
- 8.0 DUTIES AND POWER/AUTHORITY:**
- 8.1 OIL's site representative/engineer:**  
The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:
- (a) Overall supervision, co-ordination and Project Management at site.
  - (b) Proper and optimum utilization of equipment and services.

- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However, this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

## **8.2 CONTRACTOR's representative:**

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

## **9.0 Personnel to be deployed by contractor:**

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

- 9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. 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. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

- 9.2** 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 Jodhpur, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).
- 10.0** **PERFORMANCE SECURITY:**
- 10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:
- 10.2** 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 CONTRACTOR/service provider, or
- 10.3** Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.
- 10.4** Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:
- Full address.  
Branch Code.  
Code Nos. of the authorized signatory with full name and designation.  
Phone Nos., Fax Nos., E-mail address.
- 10.5** The domestic CONTRACTOR/service provider(s) 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.
- 10.6** Not applicable.
- 10.7** The Performance Security shall be denominated in the currency of the contract.
- 10.8** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of

03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. 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.

**10.9** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

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

**10.11** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

\*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

## **11.0 SIGNING OF CONTRACT:**

**11.1** The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. 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. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].

## **12.0 CLAIMS, TAXES & DUTIES:**

### **12.1 Claims:**

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge



any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

**12.2 Notice of claims:**

CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

**12.3 Taxes:**

**12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

**12.3.2** 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.

**12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

**12.3.4** 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. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

**12.3.5** 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.

**12.3.6** 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.

- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
  - (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
  - (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).
- 12.3.11** Not applicable.
- 12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice

**Note:** CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

## **12.4 Goods and Services Tax:**

- 12.4.1** “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.
- 12.4.2** Where the OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

12.4.3 Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

12.4.4 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. Any error of interpretation of applicability of taxes/duties by the CONTRACTOR shall be to CONTRACTOR's account.

12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

12.4.8 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable 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.

## **12.5 Anti-profiteering clause**

- 12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

## **13.0 CUSTOMS DUTY, IF APPLICABLE:**

- 13.1.1 Not applicable.
- 13.1.2 Not applicable.
- 13.1.3 Not applicable.

## **14.0 INSURANCE:**

- 14.1 CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

- 14.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 14.3 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.

**14.4** 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.

**14.5 Certificate of Insurance:**

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

**14.6** Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

**14.7** If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

**14.8** Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

**14.9 Principal Assured**

The following are to be included as Principal Assured(s) in the Insurance

Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".

**14.10 Waiver of subrogation:**

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

**14.11 Deductible:**

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

**14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"**

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

**14.13 Loss Payee Clause:**

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

**14.14 On account payment to OIL in case of claim**

In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

**14.15** CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

**14.16** CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- i) **Workman Compensation and/Employers' Liability Insurance:**

Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.

- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

**Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.**

## **15.0 LIABILITY:**

- 15.1** Except as otherwise expressly provided herein, 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.

- 15.2** 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. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.
- 15.3** 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.
- 15.4** 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.
- 15.5** Except as otherwise expressly provided herein, 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.
- 15.6** Except as otherwise expressly provided herein, 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.

**15.7** 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.

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

**16.0 LIMITATION OF LIABILITY:**

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, 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, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- 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 100% of the Contract Price (if not specified otherwise in SCC), 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.

**17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:**

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

#### **18.0 CONSEQUENTIAL DAMAGE:**

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-CONTRACTORS.

#### **19.0 RISK PURCHASE:**

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

#### **20.0 INDEMNITY AGREEMENT:**

- 20.1** 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 or in favour of any third party(is) 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.

- 20.2** 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 or in favour of any third party(is) 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.

**21.0 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.

**22.0 ROYALTY 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 forming part thereof.

**23.0 WARRANTY AND REMEDY OF DEFECTS:**

- 23.1** CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.
- 23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable

for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

#### **24.0 SUBCONTRACTING/ASSIGNMENT:**

**24.1** CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

**24.2** Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

#### **25.0 RECORDS, REPORTS AND INSPECTION:**

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's 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 services 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 information or give out to any third person information in connection therewith.

#### **26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

**26.1** 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, 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 which is:

- a) 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) 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.
- 26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 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.
- 26.4 During the currency of the 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 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.

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;

## **27.0 REMUNERATION AND TERMS OF PAYMENT:**

- 27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms

hereinafter described.

- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** 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.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** 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.
- 27.7** CONTRACTOR will submit 02 (Two) 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.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** 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 no. 27.4 above.
- 27.10** 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.
- 27.11** 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.

**27.12** CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (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.

**28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, the amount of commission/ fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/retainer/associate.

**29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.**

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).

- (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
  - (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
- 1) The furnished information is correct to the best of his knowledge.
  - 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
  - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
  - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

### **30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:**

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an



ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

- c) 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 on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC) excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

### **31.0 FORCE MAJEURE:**

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionizing, radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy-Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim. Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy-two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

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. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

### **32.0 SET-OFF:**

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, 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).

### **33.0 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:

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** 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 CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within

five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

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

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

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

**33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.

**34.0 APPLICABLE LAWS:**

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 sole and exclusive jurisdiction of Courts situated in Rajasthan (or the Place where the contract is executed) and Principal Bench of Jodhpur High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, 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
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under

- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

**Note:** The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

### **35.0 LABOUR LAWS:**

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the

labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).

ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

### **36.0 STATUTORY REQUIREMENTS:**

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

### **37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:**

**37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

**37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of

workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

- 37.3** 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.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

### **38.0 POLLUTION AND CONTAMINATION:**

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or 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.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, 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's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to 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.

### **39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:**

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or

duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

**39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

**39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

**39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
- iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
- iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

**39.6** In order to ascertain the net impact of the amendment/revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.

- ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

**39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

**39.8** Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

#### **40.0 SEVERABILITY:**

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

#### **41.0 Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:**

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

#### **42.0 SETTLEMENT OF DISPUTES:**

##### **42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):**

1. 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:
2. 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.

3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

5.	Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
	Upto Rs.25.00 Lakh	Not applicable	Not applicable
	Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
	Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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.

6. 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.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. 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. Where the proceedings are put in abeyance or

terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (i) 20% of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete
- (iii) 60% of the fees if the hearing has commenced.
- (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

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

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.

12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

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

14. 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.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes - concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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.

- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, 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.

#### **42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)**

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

#### **42.4 Resolution of disputes through conciliation by OEC**

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in

nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

## 42.5 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

## 43.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

## 44.0 TERMINATION:

**44.1 Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

**44.2 Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

**44.3 Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

**44.4 Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor 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 or under the process of insolvency or liquidation, 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.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

**44.5 Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of 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. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].

**44.6 Termination due to change of ownership and 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 written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

**44.7** 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 or partially to the extent non-performance, 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.

**44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the

date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

**44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 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 upto the date of termination.

**44.10 Consequence 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.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

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.

Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.

**45.0 TO DETERMINE THE CONTRACT:**

In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

**46.0 WITHOUT DETERMINING THE CONTRACT:**

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are

liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

#### **47.0 ERRING/DEFAULTING AGENCIES:**

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com). Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

#### **48.0 MISCELLANEOUS PROVISIONS:**

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.

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.

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.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

**(END OF SECTION – III)**



## SECTION – IV

### **SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK**

#### **I) TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT**

##### **1.0 PREAMBLE:**

Rajasthan Field of OIL INDIA LIMITED (OIL), a Govt. of India Enterprise, is engaged in exploration and production of natural gas from its Jaisalmer basin and exploration of heavy oil in Bikaner-Nagaur Basin in western Rajasthan. In addition, the company is carrying out various exploration activities in Rajasthan in NELP blocks as operator under PSC agreement with Govt. of India. Company has already discovered heavy oil in its Baghewala field (nearly 350 Km from Jodhpur) and expected to discover similar heavy oil having very low API and GLR from its forthcoming locations in the adjoining NELP-VI blocks.

##### **2.0 DEFINITION OF WORK:**

OIL intends to hire expert services with equipment/tools and operating crew as under on call out basis for well activation, acidization and completion Oil / Gas wells in OIL's operational area of Rajasthan Field. The Contractor is to provide Equipment as per the list given below with associated equipment / tools & services on call out basis for a period of 3(three) years with extension of one year at same rates and terms and condition. The Contractor shall render services for carrying out necessary well Serving operations in vertical wells, high angle deviated wells (horizontal). Well depths where necessary operations are to be carried out are in the depth range of 1100 – 2500 meters. Depths of the wells, where operations are to be carried out, may somewhat increase or decrease. Maximum working pressure will be of 4000 psi. The major equipment offered i.e. Coiled Tubing Unit, Nitrogen Pumping Unit and Fluid Pumping Unit with heating facility shall not be more than 10 (ten) years old (i.e. manufactured not before the year 2011).

**The well servicing service package will consist of the following:**

Sl. No.	Description	Quantity
1	Coiled Tubing Unit (including flow-back facility)	1
2	Nitrogen Pumping Unit with provision of supply of liquid nitrogen	1
3	Fluid Pumping unit with heating Facility and with provision for supply of water or indirect heater with sufficient BTU	1
4	Acid Mixing Tank (2000 Imp Gal) (Minimum)	2
5	Acid Transfer pump	1
6	Truck/Trailer/skid-mounted high pressure Acid Pumping Unit	1
7	Acid tanker of minimum capacity 5,000 USG	1
8	Truck-mounted water Tank of minimum capacity 3,000 USG or twin Batch mixer (2 *50bbl) which makes 3000 USG or more	1
9	Echo meter Service for fluid level Measurement	1

Details of the above equipment's shall be provided as per the Equipment checklist-1.

## **2.1 WELL SERVICING JOBS INCLUDING BUT NOT LIMITED TO THE FOLLOWING JOBS:**

### **a) Oil/Gas Well activation with CTU and /or NPU units**

The job will involve unloading and activation of new/ work-over/ shut in/ ceased wells using CTU and / or NPU units. It involves lowering of coiled tubing in stages to the bottom of the well or to the final depth as decided by the Company and displace the well fluid with nitrogen to the desired volume/ depth and make the well displace on its own. OIL requires activation of its wells by the said operation in forward circulation.

### **b) De-waxing of well with CTU, NPU/ FPU with heating facility (HOCU) for heating crude at site**

The job involves circulating fluid through coiled tubing and simultaneously running the coiled tubing down the well judiciously. Utmost care to be taken during the job so that at no stage the tubing stuck up in wax or other materials takes place in the hole. Bidder needs to heat crude oil upto 75 C to enhance mobility of the crude

### **c) Well killing/well fluid change over with FPU, CTU**

The job involves pumping of water to replace drilling fluid or work-over fluid or vice versa using FPU, CTU. For killing a well, requisite amount of suitable killing fluid at desired pressure should be pumped into the well bore to suppress inflow from the reservoir. In an emergent situation like blow out and uncontrollable release of well fluid, the well needs to be killed with the help of various units. In such an adverse situation, the crew must be prepared to work in war footing including hooking up of killing lines etc. at the well. The entire job will be carried out in presence and supervision of the Company's representative.

### **d) Acidization job using CTU, NPU & Acid Pumping unit**

The job involves effective Matrix Acidization in wells in OIL's operational area in Rajasthan. The services to be carried out by the contractor are as follows:

- A. Selection of appropriate stimulation candidate wells.
- B. Design an effective treatment (including design of detailed work over program)
- C. Provide all Surface equipment's.
- D. Supply of all chemicals, consumables and tools and tackles required for successful completion of Acidization operations.
- E. Supply of requisite manpower.
- F. Acidization job execution
- G. Waste Management
- H. Monitoring & performance evaluation and generation of reports

### **e) Acidization job execution**

The job involves the following basic procedural steps, but the operational steps may vary case to case depending upon the programs for individual wells:

- Tubing Integrity test
- Acid pickling
- Well bore clean out
- Acid Preflush
- Low strength main acid
- High strength main acid

- Over flush

The requirements will be intimated based on well characteristics during job execution. Acid concentration (by wt.) is 5% to 15%

f) **Horizontal Well CT intervention for Sand cleaning, water unloading, chemical treatment etc.**

The job involves intervention of CT up to the bottom of the well (toe of the horizontal section) or to the desired depth by using CTU, NPU and FPU etc. with an objective to clean sand, unloading of water or chemical treatment etc. Necessary tools and attachments required for horizontal intervention shall be arranged by the Contractor.

g) **Infectivity testing of the well using FPU**

The job involves injecting suitable liquid to the formation by pumping with FPU. The contractor shall ensure proper record of pumping rates (i.e. infectivity) at different pumping pressures.

h) **Any other job not covered above**

Any other similar type of job, not spelt out above but, which can be carried out with the use of the offered CTU/NPU/FPU with heating facility and other equipment shall have to be carried out by the Contractor as and when necessary.

**2.2 GUIDELINES:** Recommended Safe Operating Procedures & guidelines should be followed while carrying out well stimulation operation. [OISD-182]

**3.0 AREA OF OPERATION:**

3.1 The area of the operation as planned is in Rajasthan.

3.2 The following information is for general guidelines to the Contractors:

- (a) Minimum width of the well site approach road: 3.50 m
- (b) Turning Radius: 16 m approximately
- (c) Maximum allowable unit load inclusive of tare weight for Class AA loading: 45 T
- (d) Maximum overhead clearance: 4.25 m (14 feet).
- (e) Highest recorded wind velocity in Rajasthan: 80km/hour (60 MPH).
- (f) Max. Recorded ambient temp: 52° Celsius
- (g) Min. recorded ambient temp: 2° Celsius.
- (h) Weather Pattern: Occasional rain during the month of August to October.
- (i) Source of water: Through deep bore wells. Water may also be drawn from Indra Gandhi Cannel.
- (j) Average annual rainfall: 20/30 cm.
- (k) Humidity: Max. 40%.

**4.0 SCOPE OF WORK:** The work is defined and described by, but not necessarily limited to, any or all of the following:

- 4.1 To provide good quality equipment and skilled personnel required to unload well fluid for reducing head during well activation, for well stimulation by Nitrified acid job and to provide storage and pumping facility for acids required for well stimulation.

- 4.2 To provide coiled tubing services (including requisite surface piping's, flow-back tanks, choke manifold and pressure control devices), pumping services and other related equipment for well activation, dewaxing, fish recovery, sand cleaning, acidized wells back washing, debris & scale clean out in well by Acidization, circulation, milling etc., as required.
- 4.3 To supply liquid Nitrogen for NPU/CTU services and Supply of water with tankers for carrying out services using FPU.
- 4.4 Operating hours may be averaging to 8 hours per day. In the event of exigency, it may go up to 12 hrs per day.
- 4.5 The successful Contractor shall provide equipment's with associated equipment / tools & services as listed above to carry out Well Servicing Operations in accordance with the completion programme. The Contractor shall furnish documentary evidence in support of vintage and ownership of the equipment in context to 1.1.1 of BRC/ BEC prior to mobilization. Apart from this, the successful Contractor shall also provide spares for the units with maintenance crew at all time for uninterrupted operation.
- 4.6 The successful Contractor shall carry out effective Matrix Acidization in oil wells and gas producing wells, in OIL's operational area in Rajasthan within the period of 3 (Three) years.

5.0 **PRESENCE OF CO2 & H2S:** Presence of CO2 around 28% is expected in the gas wells. In Oil (Heavy oil) wells H2S is expected in minor amounts. H2S -1.2% (Approx).

6.0 **TECHNICAL SPECIFICATION OF EQUIPMENT TO BE OFFERED BY CONTRACTOR:** The Contractor shall mobilize all necessary equipment, tools and spares for successful and uninterrupted operation of the well servicing operation.

7.0 **TECHNICAL GUIDELINES FOR SELECTION OF THE UNITS AND ACCESSORIES TO BE PROVIDED BY SUCCESSFUL CONTRACTOR:**

**A. Coiled Tubing Unit:** Coiled Tubing Unit: Coiled Tubing Unit of size 1.25" or 1 ½" OD CT mounted on an oil field truck/skid/trailer/Hydra Rig Truck mounted along with following dimensions accessories should meet the following minimum requirement:

Engine: The Contractor shall provide engine(s) with BHP as per the design load. Engine(s) should adhere with the latest environmental norms.

#### **DIMENSION (COMPLETE UNIT/INCLUDING TRAILER)**

Overall Width (max)	-	Approx. 3 meter (9.85 feet)
Overall Height (max)	-	Within 4.25 meter (14 feet)
Overall Length (max)	-	Approx. 18.0 meter (59 feet)
Ground Clearance	-	Approx. 25.0 cm. (10 inch)

It can also be a Hydra rig truck mounted CT unit with prime mover

- i. **Coiled Tubing:** The Contractor shall offer 1 ½" continuous coiled tubing.
- ii. **Tubing Reel:** The tubing is to be placed in a suitably sized skid mounted tubing reel assembly along-with the following minimum features.
  - a. **Tubing Reel: 1.25" or 1½" OD Tubing Reel assembly:** The unit shall have the provision for adapting 1.25" or 1 ½" OD coiled tubing of minimum length of 3500 meters. The CTU shall be equipped with an attachment to adapt 1.½" OD CT. As such, the Contractor shall keep the following equipment ready in hand:

- 1.25" or 1 ½" CT Reel X 3,500 m or higher (of QT 800 or equivalent) = 1 no.
- Additional Tube Reel assembly for 1 ½" CTx3000 m = 1 no

**Note:** The Contractor shall arrange necessary services (like crane, truck) to carry separately to carry out rig up and install/replace damaged 1 ½" Tube Reel Assembly at the well site, whenever needed. The contractor shall keep at any point of time one additional 1.½" CT Reel X 3000 m (of QT 800 or equivalent) as back up.

- iii. **Tubing Injector:** The tubing injector should be suitable for 1½" OD Coiled tubing and be driven by hydraulic motor with minimum 60,000 lbs continuous pull capacity at 3000 psi (210 Kgs/sqcm).
- iv. **Blow Out Preventor (BOP):** Atleast One hydraulically operated 2 9/16# bore X 5,000 PSI (API 6A) flange ended BOP having Quadra ram provision, one for 1. ½# OD tubing, one for 1. ½# OD slip, one for 1. ½# OD shear ram and one for 1. ½# OD blind ram.
  - a. BOP with size 3 1/2" X 10,000 psi or 4-1/16" x 10000 psi (bigger) with suitable adapter to match with the well head as specified in above is also acceptable.
  - b. The Contractor is to supply necessary well head adapters required for installation of the BOP on to the top flange of the well heads specified as:
    - i. 2.9/16# X 3,000 PSIG WP flanged (API 6A) X-mas tree assembly.
    - ii. 2.9/16# or 3.1/2" X 5,000 PSIG WP flanged (API 6A) X-mas tree assembly
- v. **Stuffing Box:** A hydraulically actuated side loading stripper/ packer shall be fitted with the injector.
- vi. **Crane Assembly:** Suitable crane for rigging up/down of the lubricator assembly shall be provided as an integral part of CTU or separately.
- vii. **Accumulator System:** The Contractor is to provide a suitable high pressure accumulator system with a sufficient volume capacity and a constant back-up hydraulic pressure to the hand pump system.
- viii. **Riser / CTU Lubricator:** The Contractor shall arrange for at least 3 sections X 10 feet (Each) risers / Lubricators of appropriate sizes & pressure rating for carrying out different CT operation. The Contractor shall note the different specifications of the downhole tools while selecting the risers.
- ix. The Contractor shall keep one additional pressure control equipment BOP & Stripper for intervening wells of Well Head Pressure (WHP) more than 3,500 psig and would have sufficient spares for proper maintenance of the equipment to avoid any downtime.
- x. The package shall be inclusive of high pressure 5K rated surface piping's along with suitable x-overs for adaptability to X-mass tree, flow-back tank, choke manifold and pressure control devices etc.

## **B. NITROGEN PUMPING UNIT:**

Nitrogen pumping Unit (NPU) mounted on an Oil field truck/skid/trailer capable of pumping and vaporizing 180000 SCFH (MAX) and pressure up to 5,000 psi along with a minimum storage tank of capacity 10000 US gallons liquid nitrogen including all requisite piping's and fittings. The contractor shall be responsible for the supply of liquid nitrogen to carry out NPU operation at well site.

## **1. DIMENSION (COMPLETE UNIT /INCLUDING TRAILER)**

Overall Width (max)	-	Approx. 3 meter (9.85 feet)
Overall Height (max)	-	Within 4.25 meter (14 feet)
Overall Length (max)	-	Approx. 18.0 meter (59 feet)
Ground Clearance	-	Approx. 25.0 cm. (10 inch)

## **2. ENGINE:**

Engine: The Contractor shall provide engine(s) with BHP as per the design load. Engine(s) should be of minimum EURO III/ BS III or equivalent norms.

## **B.1. LIQUID NITROGEN STORAGE TANK:**

The Contractor shall provide Liquid Nitrogen Storage Tank(s) of the following specification:

- Net capacity: 7,000 US gallons.
- Maximum allowable working pressure: 100 psig.

### **Operating Temperature Ranges**

Minimum: -20°F (0 °C)

Maximum: 120°F (49°C)

The Tank must conform to SMPV rules. Tanks must be fitted with standard safety relief systems as per applicable ASME or SMPV code. For example,

1. Relief valve
2. Block line relief valve
3. Tank
4. Rupture disk
5. Annular space relief valve

Tank must be provided with suitable pressure building coil to pressurize vessel for withdrawal of liquid.

## **B.2. LIQUID NITROGEN TRANSPORTER TANK**

The Contractor shall provide 01 (one) no. of liquid nitrogen transporter tank. The unit should be placed in a suitable truck fit for Indian road condition with following specifications:

- Net Capacity : 2,000 US gallon
- Maximum allowable working pressure: 100 psig

### **OPERATING TEMPERATURE RANGES:**

Minimum: -20°F (0 °C)

Maximum: 120°F (49°C)

The Tank must conform to SMPV rules .Tank must be fitted with standard safety relief systems as per applicable ASME code. For example,

- a. Relief valve
- b. Block line relief valve
- c. Tank
- d. Rupture disk

e. Annular space relief valve

Tank must be provided with suitable pressure building coil to pressurize vessel for withdrawal of liquid.

### **C) FLUID PUMPING UNIT:**

Oil Field Truck/Skid/Trailer Mounted Multi-Purpose Pumping Unit with maximum discharge rate 337 GPM (1275 LPM) at 2000 psi (140 kg/cm<sup>2</sup>) pressure and Minimum discharge = 75 GPM (284 LPM) at 5000 psi (350 kg/cm<sup>2</sup>). The unit shall have a fluid capacity tank and necessary piping, fittings & tools. The pump shall be suitable to handle fluid viz. Crude oil, HSD, water, saline water, mineral oils, high viscous fluids, mud, acid etc

The contractor shall arrange for supply of water to the pumping unit using water tankers (using 2 nos of 20KL capacity water bowser) to carry out relevant well servicing job, at well site. However, condensate and diluents for de-waxing operation will be provided by OIL.

### **DIMENSION (COMPLETE UNIT /INCLUDING TRAILER)**

Overall Width(max)	- Approx. 3 meter (9.85 feet)
Overall Height(max)	-Within 4.25 meter (14 feet)
Overall Length(max)	-Approx. 18.0 meter (59 feet )
Ground Clearance	- approx. 25.0 cm. (10 inch)

### **D) ACID PUMPING UNIT:**

Diesel Engine Driven, High pressure (maximum discharge pressure 5,000 psi, 3 1/2" Plunger size) triplex plunger pump suitable for handling corrosive fluid with relief valve. All piping shall be suitable for acid pump service.

#### **D.1 ACID TRANSFER PUMP:**

i) The pump shall be suitable for transferring acid from static tanks (Ground position) to an elevated tank in field conditions.

ii) The pump shall have the following specifications:

Capacity: 5 cu. m per hr (minimum) Head: 30 ft The construction of the pump and accessories must be compatible to handle fluid like acid, chemicals, solvents, crude oil, xylene, etc.

#### **D.2 ACID MIXING TANK:**

Contractor shall provide 02 (two) nos. of 2,500 Imp Gal (min) capacity or 01 (one) No. of tank with two compartments of capacity 2,500 Imp Gal (min) each, skid/ trailer/ truck mounted acid mixing tanks (Closed top with removable lid for filling up ) with suitable acid resistant lining inside the tank and necessary fittings of the tank.

#### **D.3 ACID STORAGE TANK:** 01 (One) No.

3000 US gallons, acid resistant suitable for storing acid(storage can be in tanks or drums).

#### **D.4 ACID TANKER:** 01 (One) No.

10 kls capacity Acid Tanker suitable for acid transportation

**D.5 WATER TANKER:** 01 (One) No

20kls capacity Water Tanker for transportation of water

**Note:** The vintage of major equipment i.e. Acid pumping unit, Acid Tanker and Acid Loading & Unloading pump to be deployed by the bidder for Acidization operation shall not be manufactured before 01/01/2008.

**E. SURFACE HOOK UP CONNECTION**

The Contractor shall supply, but not limited to, the followings for laying of surface lines to carry out operations in the field:

1. Treating irons of minimum 100 feet in each unit
2. Unions (of appropriate sizes & Quantity)
3. Elbows (of appropriate sizes & Quantity)
4. Flanges (of appropriate sizes & Quantity)
5. Crossovers (of appropriate sizes & Quantity)
6. Swivel joint (of appropriate sizes & Quantity)
7. Valves (of appropriate sizes & Quantity)

2" X 15,000 psig (FIG 1502) treating irons and other fittings will be required under this tender. Necessary adapter / connectors / change sub shall be made available for use of the same irons & fittings for pressure ratings FIG 602 and FIG 1002.

**GENERAL NOTES:**

- i. Contractor shall ensure that there shall not be any shut down of Coiled Tubing unit due to non-availability of continuous coiled tubing. Contractor shall keep at least one spare continuous coiled tubing in their stock all the time.
- ii. All the necessary pipes, fittings, valves, adequate length of high pressure delivery lines etc. required for rigging up of the equipment and operations shall be provided by the Contractor. The contractor shall provide requisite cross-overs for adaptability of their equipment, tools, piping's etc to the x-mass tree.
- iii. Supply, storage, consumption of water, liquid nitrogen (99.9% purity), fuel & other consumables at the well sites as well as at the camp site shall be the Contractor's responsibility. Any shut down of operation due to non-availability of above shall be on the Contractor's account.
- iv. The Contractor shall also provide fuel for all of their vehicles and other stationary engines.
- v. All sorts of lubricants for day to day operation shall be supplied by the Contractor. Also, various spares required for uninterrupted operation shall be stocked / supplied by the Contractor.
- vi. Service Provider shall supply requisite quantity of Hydrochloric acid, corrosion inhibitor and sequestering agent as per requirement in the well as instructed by Company representative. Documents from manufacturer/supplier of acid evidencing the desired concentration of the supplied acid must be produced to the Company representative before the materials are put in to use.
- vii. The contractor may have to carry out more than one number of jobs simultaneously in different well locations on a single day based on job requirement.
- viii. If there is any financial loss of company due to contractor then the same will be indemnify by the contractor to the company.



#### 8.0 **General Statutory requirements for SAFETY NORMS:**

- a. All the moving / rotating parts like belts, couplings, drive lines etc., of the equipment should be well guarded.
- b. SRV of the pumps and air reservoir tanks should be tested regularly and records of such testing should be kept available all the times.
- c. Proper colour codes as per safety norms should be applied on the high pressure lines, gas lines and water lines.
- d. Anchoring and grouting of the delivery & bleed lines of the pumps should be done before running the pump.

**Note:** Any other item/ assembly not incorporated above and needed for meeting the scope of work in the tender should be provided by the Contractor.

#### 9.0 **TRANSPORTATION SERVICES:**

Transportation of Contractor's personnel & their material from camp site to well site and between work sites shall be the responsibility of the Contractor. All vehicles deployed for this purpose should be in prime condition.

#### 10.0 **FIRE FIGHTING AND SAFETY EQUIPMENT/SERVICES:**

- i. **Safety:** Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out and maintain fire and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, Tool box meetings, BOP tests, etc. as may be required by company at prescribed intervals.
  - ii. Contractor shall provide all necessary firefighting and safety equipment as per laid down practice as specified under OISD - STD - 189 and OMR.
  - iii. Fire protection at well sites to its equipment shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing competent persons trained in the field of fire-fighting (certificate/diploma holders) at the well site.
  - iv. Documentation, record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Hygiene Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Contractor.
- v) **First Aid Kit:** An adequate and approved first aid kit shall be provided at work site with all medicines as recommended by John Ambulance.
- vi) **SECURITY SERVICES:** Contractor shall provide adequate security personnel to safe guard their own equipment & accessories at camp & work site.
- vii) **CAMP AND OTHER ESTABLISHMENT:** Suitable camp facilities for Contractor's personnel including catering services shall be Contractor's responsibility.

viii) **COMMUNICATION SYSTEM:** Suitable communication system like WLL/ Cell phone is to be provided by the Contractor for effective communication from well as well as from base camp.

**11.0 PERSONNEL TO BE DEPLOYED:**

- I. The Contractor will provide competent, qualified and adequately experienced personnel for carrying out jobs as mentioned in scope of work correctly and efficiently. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the Contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.
- II. Maintain a highly skilled technical staff to render the services and capable of making the best use of the equipment so as to ensure the highest degree of accuracy and reliability of the works/data gathered.

CONTRACTOR shall submit CVs of the personnel to the COMPANY for approval prior to the commencement of the Operations.

- The personnel of the Contractor other than Indian nationals shall possess a MHA (Ministry of Home Affairs) clearance and the Contractor shall ensure that the MHA clearance is obtained at his own responsibility and cost prior to any expatriate personnel mobilized to the field.
- Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company.
- Personnel deployed by the Contractor should be fluent in English/local language.
- The following skilled personnel, required for execution of the contract shall have to be deployed by the Contractor.

**POSITION MINIMUM EXPERIENCE NUMBER OF PERSONNEL:**

<b>POSITION</b>	<b>MINIMUM EXPERIENCE</b>	<b>NUMBER OF PERSONNEL</b>
Overall Supervisor	05 Years	1
Coiled Tubing Operator	03 Years	1
Nitrogen Pumper Operator	03 Years	1
Fluid Pumper Operator	03 Years	1
Asst. Operator for Equipment	03 Years	3
Works Manager for acidization Job	05 Years	1
Acidizing Supervisor	03 Years	1
Acidizing Operator	03 Years	2
Technician	03 Years	2

**Note:** The above list of key personnel indicates the minimum requirement. The Contractor will need to make provisions for additional manpower that may be required for execution of the Contract smoothly.

## **12.0 COMPANY'S REQUISITES:**

- i. Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must have good skill in writing and speaking English.
- ii. If the Contractor plans to change any personnel from the list, the Contractor shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person.
- iii. Company reserves the right to reject any person on such list, and any subsequent changes to the list.

**12.1 KEY PERSONNEL:** The qualification and experience of the key personnel are to be as under:

### **1) OVERALL SUPERVISOR:**

- I. Shall be engineering graduate or equivalent with sound health and shall have minimum of 5 years of work experience in E&P business out of which 03 years experience in well servicing operation with CTU, NPU, FPU with heating facility  
OR  
Shall be Engineering Diploma holder with sound health, must have minimum of 07 years of work experience in E&P business out of which 03 years experience in well servicing operation with CTU, NPU, FPU with heating facility.
- II. Shall be well conversant with operation and maintenance of equipment deployed and safety regulations
- III. Shall have good skill in writing and speaking English.

### **2) COILED TUBING OPERATOR:**

- I. Shall be science graduate/engineering diploma holder or equivalent, with sound health and have minimum of 03 years of work experience in operation and maintenance of Coiled tubing Unit in oil/gas wells.  
OR  
Shall be High School or equivalent passed with sound health, must have minimum of 05 years of experience in operation and maintenance of Coiled tubing Unit in oil/gas wells.

### **3) NITROGEN PUMPER OPERATOR:**

- i. Shall be science graduate/engineering diploma holder or equivalent, with sound health and have minimum of 03 years of work experience in operation and maintenance of Nitrogen Pumping Unit in oil/gas wells.  
OR  
Shall be High School or equivalent passed with sound health, must have minimum of 05 years of experience in operation and maintenance of Nitrogen Pumping Unit in oil/gas wells.
- ii. Should be capable of writing and speaking English.
- iii. Should be conversant with well control methods to take independent decisions in case of well emergencies.

#### **4) FLUID PUMPER OPERATOR:**

- (i) Shall be high school passed and ITI certificate holder or equivalent, with sound health and have minimum of 03 years of work experience in operation and maintenance of Fluid Pumping Unit in oil/gas wells.

OR

Shall be High School or equivalent passed with sound health, must have minimum of 05 years of experience in operation and maintenance of Fluid Pumping Unit in oil/gas wells.

- ii. Should be capable of writing and speaking English.
- iii. Should be conversant with well control methods to take independent decisions in case of well emergencies.

#### **5) ASSTT. OPERATOR FOR EQUIPMENT:**

- (i) Shall be high school passed and ITI certificate holder or equivalent, with sound health and have minimum 03 years work experience in operation and maintenance of Coiled Tubing Unit, Nitrogen Pumping Unit and Fluid Pumping Unit in oil and gas wells.
- (ii) Preferably should be capable of writing and speaking English and local language.

#### **6) WORK MANAGER ACIDIZATION:**

- i) Shall be engineering graduate or equivalent with sound health and shall have minimum of 5 years of work experience in E&P business out of which 03 years experience in Well Stimulation Service

OR

Shall be Engineering Diploma holder with sound health and shall have minimum of 7 years of work experience in E&P business out of which 03 years experience in Well Stimulation Service Shall be well conversant with operation, maintenance of equipment deployed and safety precaution to be followed during the operation of the equipment.

- ii) Shall be capable of designing, executing and evaluating the acidization job.
- iii) Shall be well conversed with all applicable Indian/International laws, act, regulation pertinent to Safe and pollution free Oil Field practice.
- iv) Shall have good skill in writing and speaking English.

#### **7) ACIDIZING SUPERVISOR:**

- a. Shall be of sound health and have minimum of 03 years of work experience in Well stimulation service.
- b. Shall have sound knowledge on chemicals used in acidization job and experience in handling acid and other chemicals.
- c. Shall be capable of writing and speaking in English.
- d. Shall be capable of taking up the overall responsibility of the field operation.
- e. Knowledge of Minimum Oil Field Safety and pollution regulations.

#### **8) ACIDIZING OPERATOR:**

- a. Shall be of sound health and have minimum of 03 years of work experience in Well stimulation service
- b. Shall be capable of writing and speaking English.
- c. Shall be conversant with well control methods to take independent decisions in case of well emergencies.
- d. Technician
  - Shall be of sound health and have minimum of 03 years of work experience in maintenance of Well stimulation equipment
  - Shall be capable of writing and speaking in English and local language.

**NOTES:**

- i. An undertaking from all the personnel as per Performa (Annexure-II) should be forwarded after deployment of manpower prior to mobilization.
- ii. Regarding educational qualification and experience of the key personnel, the Contractor shall substantiate their claim with valid educational and experience certificates.
- iii. For degree/ diploma/certificate/ standards awarded by any Educational Institutes other than Indian Institutes, the Contractor shall furnish a brief description about the educational system of that country.
- iv. The personnel deployed by the Contractor should comply with all the safety norms applicable during operation.
- v. For driving the vehicles/units on road, the Contractor shall ensure that the driver possesses necessary valid and proper licenses conforming to Indian Motor Vehicle Act.
- vi. **Medical Fitness:**  
The Contractor shall ensure that all of the Personnel deployed under the contract shall have had a full medical examination from qualified and registered doctor in accordance with accepted medical standards prior to commencement of the Well Servicing Operation.
- vii. **Training Courses:**
  - The Contractor shall ensure that all of the Contractor Personnel performing services hereunder shall have attended all safety and operational training courses such as mines vocational training or equivalent required by applicable law and as is generally consistent with international petroleum industry practice and/or as otherwise required by the Company.
  - The Contractor shall, if requested, forthwith produce valid and current certificates of completion or attendance for the Company's inspection.
- viii. **Personnel should be versed in firefighting, gas testing etc.**
- ix. Overall Supervisor shall co-ordinate day to day operations smoothly and in professional manner. He shall visit Company's representative office every day for taking necessary instruction for the operation.
- x. Contractor should deploy other personnel which shall include drivers, security men, (both at well site and camp site), services of unskilled labour.
- xi. On/off duty details of well servicing and associated service personnel should be indicated.
- xii. Employment of personnel other than key persons shall be at the discretion of the contractor to run all operations at work site and camp successfully.
- xiii. The Contractor shall forward the list of personnel deployed along with bio-data / qualification/ experience / track record of the personnel prior to mobilization of the equipment with all supporting documents. Any additional manpower deployed by the Contractor shall be at the expense of the Contractor.
- xiv. The age of the key personnel except Overall Supervisor should not be more than 50 (fifty) years.

- xv. The Contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the experience as indicated above. Moreover, the Contractor will have to obtain prior approval from the Company for the relief personnel of the Contractor at least 2 (two) days in advance.
- xvi. Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace within Ten (10) days for personnel of Indian origin and Twenty-one (21) days for foreign residents. The deported personnel shall be allowed to continue the job till the replacement arrives with the discretion of the Company.
- xvii. All charges for personnel are included in Day rates. No separate charges shall be payable for the personnel deployed.

### **13. WASTE MANAGEMENT:**

All-out effort shall be put by the bidder to protect the environment from any kind of pollution arising out of Acidization treatment. The equipment, material etc. used for the purpose shall be of environment friendly in nature as far as possible. Noise level of the equipment used for Acidization shall be within the limit of 90 db. The bidder shall design the acid job in such a way that the amount of waste is kept at its minimum. Spent or Unspent acids, reaction products and other chemicals exposed to the surface shall be neutralized with proper neutralizing agent. Neutralization tests are to be conducted by the bidder to ensure complete neutralization. Samples of the acids and chemicals are to be tested at the Field Lab by the bidder and certified. The certificates are to be submitted to the Company.

Most of the wells will have their own effluent pit. The bidder has to neutralize the total volume of the return acid plus with proper neutralizing agent in tanks of the bidder and after proper neutralization test dispose the same from tank in the effluent pit. The bidder has to confirm the results of the neutralization test with Company representative before dispose to effluent pit. A safety sign board is also to be made and grouted inside the fence.

#### **13.1 MONITORING & PERFORMANCE EVALUATION AND GENERATION OF REPORTS:**

i) The bidder shall monitor and evaluate the effectiveness of the acid treatment in different stages of operation. The following primary requirements shall be included by the bidder in their Monitoring & evaluation process:

- Pressure monitoring during injection
- Flow back sample analysis
- Production or Injection Rate comparison before and after the acid treatment and analysis of various other parameters.
- Well Test analysis (Skin removal)
- Payout and ROI (return on investment)

ii) The acidization set shall be equipped with on-site, real-time data acquisition and evaluation system to acquire and analyze the data in the well site itself. The unit shall be compatible with Microsoft Operating System and shall be capable of providing all

the real time data and transferring necessary files in a commercially available pen-drive or CD.

iii) Unspent acid compositional analysis shall be carried out by the contractor to shed light on the performance of the acid job.

iv) Comparison of production rates for production well will be the ultimate yardstick for performance evaluation. The company will monitor and record the relevant production data pre and post treatment and the same will be furnished to the bidder for further analysis. The bidder shall prepare a data sheet in regards to production rate comparison and the company will try to furnish the same in that format.

v) Post-stimulation well testing has been suggested to determine the pretreatment and post treatment skin values preferably identifying damage skin. The bidder shall prepare a plan of such testing in consultation with the company. Role and responsibility of both the parties shall be worked out at the time of planning the job.

All well data will be provided nearer the time and after consultation with the bidder the job will be executed.

vi) Evaluation of payout and Return on Investment (ROI) for individual wells as well as a group of certain number of treated wells shall be carried out by the bidder. Necessary cost and return input needed for the exercise shall be provided by the company.

vii) The bidder shall keep a record of all the parameters evolved during the above-mentioned process and generate a comprehensive report covering the following minimum aspects:

- Acidization Program
- Work plan specifying amount of acids and other chemicals to be used in various stages, planned pumping pressure, pumping rate, retention time etc.
- Recording of Observations and parameters at the time of actual field operations
- Post treatment performance evaluation
- Suggestions for future course of action if any.

viii) The bidder shall submit the report to the company in hard copies (3 copies each) as well as in soft copies. If the data gathered during the process of acidization is large in volume the bidder may submit the same in storage device like CD etc.

#### **14.0 SUCCESS OF THE ACIDIZATION JOB:**

An acidization job will be termed as "successful" job if a minimum 80% of the designed treated volume agreed upon by the contractor and OIL is pumped into that particular well. The designed treated volume shall comprise of chemicals, consumables, additives etc. for well bore cleanout, acid preflush, low strength main acid, high strength main acid and overflush.

Any unsuccessful job would result in no payment for operating day rate charge, cost of chemicals, additives, consumables etc. for that job. Payment will be as per contract terms which is mentioned in the schedule of rates based on actual consumption. Bidder shall not be held responsible for incomplete pumping for any problem in the well.

## **15.0 HEALTH, SAFETY & ENVIRONMENT (HS&E) POLICY:**

The Bidder must have an own well defined HS&E policy to realize the highest achievable safety standards of work safety and health and protecting the environment. The policy shall be adaptable to complying all local, state and industry regulations & standards relating to Health, Safety and Environment.

OIL has also an HS&E policy in place covering different applicable industry standards and regulations. Moreover, the policy is guided by the statutory and Government directives.

The bidder shall make a comprehensive HSE policy in consultation with OIL complying local and state regulations for storage, transportation and handling of hazardous chemicals and operation at well site. The comprehensive HSE policy shall be in place and signed by OIL and the bidder 30 days before the starting of the 1st acid job.

## **II) SPECIAL CONDITIONS OF CONTRACT**

### **1.0 ASSOCIATION OF COMPANY'S PERSONNEL:**

**1.1** Company may depute more than one representative to act on its behalf for overall co-ordination and operational management at location. Company's representative shall have the authority to order any changes in the scope of work to the extent so authorised and notified by the Company in writing. He shall liaise with the Contractor, monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

**1.2** There shall be free access to all the equipment of the Contractor during operations and idle time by Company's representatives for the purpose of observing / inspecting the operations performed by Contractor in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the contract.

### **2.0 PROVISION OF PERSONNEL AND FACILITIES:**

**2.1** The Contractor shall provide qualified and experienced personnel for the services as per provision of this contract. All the personnel offered must have adequate experience in respective field and at least the key personnel should be fluent in English language. On Company's request, Contractor shall remove and replace at his own expense, any of their personnel whose presence is considered undesirable in the opinion of Company. The Contractor shall provide the supporting staff at their own expenses. Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data against which Company's representative will certify completeness of mobilization of the Contractor for start of operations.

**2.2** The Contractor shall be responsible for, and shall provide for all requirements of their personnel, and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no charge to the Company.



**2.3** The Contractor's representative shall have the entire power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.

**2.4** Contractor will arrange transportation of their equipment/tools and personnel to and from well site at their cost.

### **3.0 CONSEQUENTIAL DAMAGE:**

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

### **4.0 WAIVERS AND AMENDMENTS:**

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

### **5.0 POLLUTION OR CONTAMINATION:**

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

**5.2** 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 'Attorneys fees) for:

- a) Damage to or loss of any reservoir or producing formation
- b) Damage to or loss of any well
- c) Any other subsurface damage or loss, and
- 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.

### **6.0 MOBILISATION PERIOD:**

**6.1 INITIAL MOBILIZATION:** The successful bidder must be able to mobilize their personnel, all equipment, tools, spares and all other necessary materials required for carrying out the intended jobs within ninety (90) days from the date of issue of LOA by the Company.

**6.2 SUSEQUENT MOBILIZATION:** The successful bidder must be able to mobilize their personnel, all equipment, tools, spares and all other necessary

materials required for carrying out the intended jobs within FIVE (5) days from the date of issue of mobilization notice by the Company against each call.

**6.3** The successful bidder, following award of the contract and mobilization of the crew and equipment, will be required to provide services as and when required as desired by Company on call-out basis in line with the scope of work.

**(END OF SECTION – IV)**

## SECTION – V

### **SCHEDULE OF SERVICES/SCHEDULE OF RATES**

- 1.0 The Bidders must quote the rates in their price bids as per the attached Price-Bid Format (Proforma – B). The payment shall be made for the actual work done. All Day Rate Charges shall be pro-rated to nearest hour.

#### **(A) SCHEDULE OF SERVICES:**

Bidders must quote their rates strictly as per format provided in **PROFORMA-B** considering the following stipulations.

##### **1.0 MOBILISATION CHARGES:**

- 1.1 Mobilization charges should cover all local costs including en-route expenses of the Contractor with respect to mobilization of entire equipment, tools, materials, support infrastructure and operating crew as required in connection with execution of this contract up to the designated well site in western Rajasthan against a particular call by Company. This includes transportation charges, insurance and all other related en-route expenditure.
- 1.2 Mobilization charges will become payable only when the entire requirements in consistence with the provisions of contract and call letter (mobilization notice) are mobilized at site and made ready after inspection /tests etc. at site to undertake/commence the intended operations and duly certified by Company representative.
- 1.3 Cost of Consumables will be reimbursed by Company as separately provisioned in the price schedule format. Hence, cost and transportation of consumables is not to be included in Mobilization charges.

##### **2.0 STANDBY CHARGES / RENTAL:**

Standby Charges / Rental of equipment and manpower together to be quoted as provisioned in Proforma-B. This will become payable from the date and time mobilization is completed (duly certified by Company representative) at the site against a particular call till the date of demobilization as advised by Company after job completion in that well.

##### **3.0 OPERATING CHARGES:**

Operating Charges of various equipments as provisioned in Proforma-B will be paid for the actual duration of operating hours as instructed by OIL's representative at site. This will be paid in addition to the above mentioned standby/rental charges. Hence, bidders are requested to quote only the additional expenditures they are expected to incur on account of running/operation of such equipment.

##### **4.0 DEMOBILISATION CHARGES:**

- 4.1 The Demobilization Charges should include all charges related to demobilization of Contractor's equipment, tools, all other materials, support facilities and manpower from the well site to their corresponding base after completion of the jobs.
- 4.2 Company shall give notice to the Contractor regarding demobilization indicating the date and time therein and Contractor must ensure that the demobilization activities are completed promptly and clear the site

properly. No payment whatsoever will be accrued to Company after the date and time as advised in the demobilization notice.

## **5.0 COST OF CONSUMABLES (Liquid Nitrogen)**

5.1 The item covers the cost of **Liquid Nitrogen** required for operation per well. The bidder shall estimate and submit the requirement of Liquid Nitrogen. Payment for Liquid Nitrogen shall be made on the basis of actual consumption as certified by the Company's representative or the quoted price whichever is less.

The Contractor has to quote the cost of consumables i.e. liquid Nitrogen as per price format (Proforma-B) on all inclusive FOR destination (well site) basis.

**Note:** Contractor should provide all other necessary consumables for the entire services detailed under Scope of Work (Section-IV) of this document, including diesel, POL etc at no extra cost.

5.2 Company reserves the right to question the adequacy/ correctness of the consumed amount of the consumables etc.

## **6.0 COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc for ACID PICKLING JOB, TUBING INTEGRITY TEST:**

- a) The item covers the cost of all the chemicals, additives and consumables required for acid Pickling Job and Tubing Integrity test per well. The bidder shall estimate and submit the requirement of consumables, chemicals, additives etc. including their unit cost and total price. Payment for chemicals and other consumables shall be made on the basis of actual consumption jointly certified by Company representative and work manager /authorized representative of the Contractor or the quoted price whichever is less. Company reserves the right to question the adequacy/ correctness of the consumed amount of the consumables, chemicals etc.

## **7.0 COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc. FOR Acid Preflush, MAIN ACID, OVERFLUSH:**

- a) The item covers the cost of all the chemicals, additives and consumables required per 1 (one) meter of acid treatment per well. The bidder shall estimate and submit the requirement of consumables, chemicals, additives etc. including their unit cost and total price. Payment for chemicals and other consumables shall be made on the basis of actual consumption jointly certified by Company representative and work manager /authorized representative of the Contractor or the quoted price whichever is less.
- b) Company reserves the right to question the adequacy/ correctness of the consumed amount of the consumables, chemicals etc.

## **8.0 SUPPLY OF ALL CHEMICALS, CONSUMABLES AND TOOLS AND TACKLES REQUIRED FOR SUCCESSFUL COMPLETION OF ACIDIZATION OPERATIONS:**

- a) The bidder shall arrange for and supply all the chemicals (Acids, Corrosion inhibitors, Iron-control agents, Water-wetting surfactants, Mutual solvents, De-emulsifiers, clay stabilizers etc.) as necessary for effective acidization operation.
- b) The bidder shall arrange and supply necessary fuels, lubricants etc. for operation & maintenance of their equipments and vehicles.
- c) The bidder shall arrange for all necessary tools and tackles required for execution of the jobs.
- d) Supplying and transporting chemicals, fuels and other consumables to the well site is the bidder's responsibility. The bidder shall arrange for necessary transportation facilities for supply of chemicals, fuels and other consumables in a safe manner so that there is no disruption in acidization operation. The contractor is accountable for any spillage during transportation resulting in safety or pollution hazard and thereby to take corrective measures as and when required.
- e) The company normally will provide the source of water needed for the acidization operation. The source may be within the range of 55 Km from the site of operation. The bidder shall arrange for transferring the water from the source to the work place with the help of Water Tankers. In remote locations, where transporting of water is not feasible the bidder shall arrange and sink tube wells at the well site. The bidder shall arrange for lifting water with this arrangement

#### **9.0 ZERO RATES:**

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

#### **10.0 FORCE MAJEURE DAY RATE**

- a) The 'Force Majeure' Rate shall be payable during the first 15 days period of 'Force Majeure'. No payment shall accrue to the Contractor beyond the first fifteen (15) days period unless mutually agreed upon as per clause No 31.0 of Section-III.
- b) Payment towards 'Force Majeure' rate shall be 50% of Daily Rental Charge. Payment shall be made considering 1(one) full Force Majeure' day = ½ (half) day Daily Rental Charge.

**(END OF SECTION – V)**

**EQUIPMENT AND SERVICES TO BE FURNISHED BY CONTRACTOR**

The equipment machinery, tools, materials supplies, instruments, services and labour, including but not limited to those listed at the following terms shall be provided at the location by contractor and the expenses of contractor as designated hereunder by 'X' mark in the appropriate column;

<b>Sr #</b>	<b>DESCRIPTION</b>	<b>PROVIDED BY</b>		<b>AT COSTS OF</b>	
		<b>Contractor</b>	<b>COMPANY</b>	<b>Contractor</b>	<b>COMPANY</b>
1.	Transportation and handling of contractor material / equipment between base camp and Company's well site.	x		x	
2.	Manpower required for preparation and handling of equipments & other chemicals at the well site	x		x	
3.	Transportation of contractor's personnel and equipment spares etc. to the well site and back.	x		x	
4.	Equipments/instruments required for the unit as per contract and spares for their maintenance.	x		x	
5.	All personnel safety equipment for contractor's personnel.	x		x	
6.	Diesel, lube oil etc. required at well site	x	G	x	
7.	Chemicals, Additives required for operation	x		x	
8.	Electricity and air supply to contractor's instruments / equipment at well site.	x		x	
9.	Water supply to contractor's equipment at well site.	x		x	
10.	All repairs of contractor's equipment.	x		x	
11.	Accommodation of contractor's personnel.	x		x	
14.	First-Aid treatment at well site.	x		x	
15.	Emergency medical treatment for contractor's personnel including emergency hospitalization.		x	x	
16.	Medical attention and other requirements of contractor's personnel at well site, base camp and while traveling.	x		x	
17.	Obtain, maintain all necessary permits, consents, licenses, and other certificates required for movement of contractor's equipment to and from worksite and to operate it.	x		x	
18.	Passport, visas, and work permits and related documentation required	x		x	

Sr #	DESCRIPTION	PROVIDED BY		AT COSTS OF	
		Contractor	COMPANY	Contractor	COMPANY
	to maintain contractor's personnel in India.				
19.	All licenses and port charges for contractor's materials and equipment whilst import.	x		x	
21.	All engineering and procurement services.	x		x	
22.	Correcting deficiencies of Contractor Equipment during mobilization including insurances	x		x	
	<b><u>STORAGE AND OTHER FACILITIES</u></b>				
23.	Reasonable space for Base camp for Contractor's Equipment and supplies.		x		x
24.	Water and Electricity, heavy lift equipment for base camp and work place.	x		x	
25.	Casual labour for handling Contractor's Equipment, material and supplies at base camp and well site.	x		x	

**PROFORMA FOR BIO-DATA OF MANPOWER**

This format shall be used for each crew and shall be submitted by Bidder Seven (07) days prior to mobilization.

1. NAME:
2. FATHER'S NAME
3. PERMANENT ADDRESS
4. PRESENT ADDRESS
5. NATIONALITY:
6. DATE OF BIRTH/PLACE:
7. EDUCATIONAL QUALIFICATION
8. PASSPORT NO.:
9. DATE OF EXPIRY:
10. VISA TYPE:
11. TRAINING:
12. EXPERIENCE IN REVERSE ORDER:



## CHECKLIST FOR BRC/BEC

Annexure- A

Bidders to mark (√) **provided** or **not provided** whichever is applicable

Sl. No.	Description	Reference File No. and Page No.	Provided	Not Provided
1	<b>Clause No. 1.1.1 of BRC:</b> In support of clause no. 1.1, the bidder shall submit documents such as Purchase invoice copy/Registration Card /Insurance copy or any relevant document which substantiate that the offered major equipment's i.e. Coiled Tubing Unit, Nitrogen Pumping Unit and Fluid Pumping Unit are not manufactured before 01/01/2011.			
2	<b>Clause No. 1.2 of BRC:</b> In case of brand new equipment for which bidder has placed Purchase Order but awaiting delivery, the bidder shall submit a certificate from the manufacturer along with the Technical Bid. The certificate from manufacturer should also clearly indicate the committed date of readiness of the equipment for shipment after due inspection.			
3	<b>Clause No. 1.2.1 of BRC:</b> In case the bidder offers the equipment owned by him, the self-certificate confirming availability of the equipment for this contract, shall be furnished by the bidder.			
4	<b>Clause No. 1.3 of BRC:</b> In case the bidder does not own the equipments at the time of submission of bid and offers leased units or proposed purchase of the Units (other than brand new), bidders shall submit the original Memorandum of Understanding/Agreement of lease/purchase of unit, concluded with the owner of the units, specially for this tender, with documentary proof of ownership of the units. The above MOU/Agreement must be valid for the period of contract and any extension thereof.			
5	<b>Clause No. 2.1 of BRC:</b> The bidder shall have experience of completing at least 25 (Twenty Five) numbers of Well Stimulation / Well Servicing / Acidization jobs relating to oilfield operations with the help of bidder's own / leased equipment's during the last seven (07) years prior to the bid closing date. In support of the experience, the bidder shall submit documentary evidences as per clause 2.2 below.  <b>Clause No. 2.2 of BRC:</b> Documents establishing successful execution of jobs 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 completion Certificate(s) or payment certificate(s) or any other documents which substantiate completion of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.).			

6	<p><b>Clause No. 2.3 of BEC:</b></p> <p>Bidder must have the requisite equipment's and other resources/facilities as required to carry out the intended services for well activation with CTU &amp; NPU, FPU, Acidization &amp; completion services available with them. Details to be furnished along with the Bid. In case Bidder does not have any of the services mentioned above they may enter into a consortium/ legally valid agreement with a third party as per Clause 2.4 &amp; 2.5 mentioned below.</p>			
7	<p><b>Clause No. 2.4 of BRC:</b></p> <p>In absence of direct experience of the Bidder/Principal Bidder in areas explained above, a legally valid MOU with a party having adequate experience as mentioned therein and defined by the following parameters will also be considered:</p> <ol style="list-style-type: none"> <li>There must be a clear commitment accountability clause of the partners in the MOU.</li> <li>Clear indication of MOU validity period covering the entire period of the proposed contract.</li> <li>Extent of financial stake/equity participation of the MOU partners.</li> <li>Documentary evidence of MOU partner as indicated in Para 2.1 and 2.3 of above.</li> <li>A clear undertaking from the MOU partner not to withdraw from their obligations during the currency of the contract specifically indicated their role in execution of the contract.</li> <li>The MoU Partner should be an Indian entity.</li> </ol>			
8	<p><b>Clause No. 2.5 of BRC:</b></p> <p>2.7 In case the Bidder is a Consortium of companies, the under-mentioned experience &amp; financial requirement should be satisfied by the Bidder -</p> <ol style="list-style-type: none"> <li>The Leader of the Consortium should satisfy the minimum experience requirement as per Para 2.1 above.</li> <li>All consortium partners should be Indian entities.</li> <li>The Leader of the consortium should confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this Bid Document. This confirmation should be provided along with the Technical Bid.</li> <li>All the members of the consortium must undertake in their MOU that each party shall be jointly and severally liable to OIL for any and all obligations and responsibilities arising out of this contract.</li> </ol> <p>2.5.1 MOU concluded by the Bidder with Technical Collaboration/Joint Venture Partners (in case of joint venture/consortium offers), should also be addressed to OIL, clearly stating that the MOU/Agreement is applicable to this particular Tender and shall be binding on them for the entire contract period. Notwithstanding, the responsibility of completion of jobs under this contract will be that of the main Bidder. The MOU/Agreement should be executed on a legally valid document.</p> <p>2.5.2 Any party extending technical support by way of entering into a technical collaboration with another party shall not be allowed to submit an independent bid against this Tender and such bid shall be rejected straightway. Furthermore, all bids from parties with technical collaboration support from the same Principal shall be rejected outright.</p>			
9	<p><b>Clause No. 2.6 of BRC:</b></p> <p>Bids of those bidders who themselves do not meet the experience criteria as stipulated in the tender, can also be considered provided the bidder is a wholly owned subsidiary company of the parent company which itself meets the experience criteria. In such case as the subsidiary company is dependent upon the experience of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed) between the parent company and the subsidiary company and Corporate Guarantee (as per format enclosed) from the parent company to OIL for fulfilling the obligation under the contract. However, in this case the Parent company should also be an Indian entity.</p> <p><b>2.6.1</b> The Primary Bidder shall however, have to take full responsibility for successful execution of the contract.</p>			

9	<p><b>Clause No. 3.0 of BRC:</b></p> <p>Time is the essence of this contract. The Bidder should be able to complete the initial (1st) mobilization with all their resources and start the work at well site in Rajasthan within ninety (90) Days from the date of LOA or mobilization notice and the subsequent mobilizations within FIVE (5) days from the date of issue of mobilization notice by the Company against each call. The bidder must submit categorical confirmation in this regard along with their "Technical" bid. Offers without confirmation of the stipulated mobilization time or with more mobilization time will be summarily rejected.</p>			
10	<p><b>Clause No. 4.0 of BRC:</b></p> <p>Bidders must furnish documentary evidences, in support of fulfilling all the above requirement as under:</p> <p>(a) Equipment offered – The necessary technical details &amp; literatures of the offered units.</p> <p>(b) Vintage of the offered equipment as per Clause No. 1.1.1 above.</p> <p>(c) Copies of relevant pages of Contracts &amp; Certificates issued by the clients as mentioned in clause 2.2.</p> <p>(d) MOU or legally acceptable documents (wherever applicable) in support of tie-up arrangement (Documents for Clause Nos. 2.3, 2.4, 2.5, 2.6).</p>			
11	<p><b>II. FINANCIAL CRITERIA :</b></p>			
	<p>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 <b>INR 3.37 crores.</b></p>			
	<p>2.0 "<b>Net Worth</b>" of the Bidder should be positive for the preceding financial/ accounting year.</p>			
	<p><b>3.0</b> Documentary evidence in the form of Audited Balance Sheet and Profit &amp; Loss Account for the preceding 03(three) financial/accounting years should be submitted along with the technical bid.</p>			
	<p>4.0 In case the Bidders a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per Para II1.0 above. Other Consortium members individually shall have to meet the financial turn-over criteria of <b>INR 1.69 Crores.</b></p>			
	<p>5.0 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.</p> <p>i) Turnover of the parent/ultimate parent/holding company should be in line with para II.1.0 above.</p> <p>ii) Net Worth of the parent/ultimate parent/holding company should be positive.</p> <p>iii) Corporate Guarantee on parent/ultimate parent/holding company's company letter head signed by an authorised 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 (as per Attachment IV).</p> <p>iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.</p>			
12	<b>III. COMMERCIAL CRITERIA :</b>			
13	Whether quoted Bid Validity of 120 days ?			
14	Whether Bid Security Declaration, (Proforma -I) form submitted?			
	Whether uploaded Integrity Pact along with Technical Bid in e-portal ?			

**Equipment checklist-1 of TOR**

Sl. No	Description	Quantity	Make & Model	Equipment identification no.	Year of manufacture	Whether technical literature furnished (Yes/No)
1	Coiled Tubing Unit (including flow-back facility)					
2	Nitrogen Pumping Unit with provision of supply of liquid nitrogen					
3	Fluid Pumping unit with provision for supply of water					
4	Acid Mixing Tank (2500 Imp Gal) (Minimum)					
5	Acid Transfer pump					
6	Truck Mounted high pressure Acid pumping Unit					
7	Acid Tanker of minimum capacity 5000 USG					
8	Truck mounted water tank of minimum capacity 3000 USG					

**Tender No. : CJI6013P21**

**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											
<p><b>(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".</b></p>											
<p><b>(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".</b></p>											
<p><b>(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".</b></p>											

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

Seal of the Bidder:

\*\*\*

**PRICE SCHEDULE FORMAT**

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

<b>Sl. No</b>	<b>Particular/activity</b>	<b>UOM</b>	<b>Qty.</b>	<b>Unit Rate</b>	<b>Total Amount</b>
	<b>31.1 CTU SERVICE</b>				
1	Initial Mobilization charges CTU	LSM	1		
2	Coil Tubing Unit Operating Charges for Equipments (including all allied piping etc) and Manpower	H	2000		
3	Rental charges Equipment & manpower for Entire CTU Unit	DAY	400		
4	Interim De-Mobilization Charges	NO	42		
5	Interim Re-Mobilization Charges for Inter-Location Movement upto 25 Km from the last job location	NO	42		
6	Additional Interim Re-Mobilization Charges for Inter-Location Movement beyond 25 Km from the last job location	KM	9000		
7	Final Demobilization charges of CTU Unit	LSM	1		
	<b>NPU SERVICES</b>				
8	Initial Mobilization charges NPU	LSM	1		
9	NPU Operating Charges for Equipments (including all allied piping etc) and Manpower	H	2500		
10	Rental charges Equipment & manpower for Entire NPU Unit	DAY	400		
11	Interim De-Mobilization Charges	NO	45		
12	Interim Re-Mobilization Charges for Inter-Location Movement upto 25 Km from the last job location	NO	45		
13	Additional Interim Re-Mobilization Charges for Inter-Location Movement beyond 25 Km from the last job location	KM	15000		
14	Final Demobilization charges of NPU	LSM	1		

15	CONSUMABLES: Charges for liquid nitrogen (99.9% purity)	GAL	200000		
	<b>FPU SERVICE</b>				
16	Initial Mobilization charges FPU	LSM	1		
17	Operating charges of FPU & Personnel	H	1800		
18	Rental Charges of FPU& Personnel	DAY	200		
19	Interim De-Mobilization Charges	NO	40		
20	Interim Re-Mobilization Charges for Inter-Location Movement upto 25 Km from the last job location.	NO	40		
21	Additional Interim Re-Mobilization Charges for Inter-Location Movement beyond 25 Km from the last job location	KM	10000		
22	Final Demobilization charges FPU	LSM	1		
	<b>ACIDIZATION SERVICES</b>				
23	Initial Mobilization Charge for Acidization Unit	LSM	1		
24	Operating Day Rate for Equipment & Personnel	DAY	50		
25	Rental charges tools & manpower Acidization Job	DAY	80		
26	Interim De-Mobilization Charges	NO	7		
27	Interim Re-Mobilization Charges for Inter-Location Movement upto 25 Km from the last job location	NO	7		
28	Additional Interim Re-Mobilization Charges for Inter-Location Movement beyond 25 Km from the last job location	KM	5000		
29	Final De-mobilization Charge for Acidization Unit.	LSM	1		
	<b>OTHER SERVICES</b>				
30	Echo-meter services (E)	PRN	80		
	<b>OTHER SERVICES</b>				
31	Cost of Chemicals, Additives, Consumables etc. for ACID PICKLING	PW	8		

	JOB				
32	Cost of Chemicals, Additives, Consumables etc. for TUBING INTEGRITY TEST	PW	8		
	<b>COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc for ACID PICKLING JOB, TUBING INTEGRITY TEST (F)</b>				
33	Cost of Chemicals, Additives, Consumables etc. for ACID PREFLUSH	M	40		
34	Cost of MAIN ACID	M	40		
35	Cost of Chemicals, Additives, Consumables etc. for Overflush	M	40		

Sl. No.	UOM	Description
1	LSM	Lumpsum
2	H	Hour
3	DAY	Days
4	NO	Number
5	KM	Kilometer
6	GAL	US Gallon
7	PRN	Per Run
8	PW	Per Well
9	M	Meter

- Note:** 1) The estimated quantities indicated above against each item are for evaluation purpose only. Payment will be made for the actual work done/materials supplied.
- 2) Rates/Amounts quoted above should be inclusive of all applicable State Govt. / Central Govt. taxes etc., but excluding GST. However, rate of all applicable charges must be clearly indicated in the offer. Bidders must mention the Service Accounting Code (SAC).
- 3) **GST:** The quoted prices shall be exclusive of GST and 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 the provisions of GST Act. Please refer to Annexure-GST, while submitting your offer in GST regime.
- 4) Custom Duty : The services under this Contract shall be carried out in ML/PEL areas of the Company and therefore, imports under this Contract is presently exempted from Customs Duty. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.

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

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

**Seal of the Bidder:**



**BID FORM**

**(A) BID-FORM**

Date :  
Tender No. :  
(Insert Bidder's name and address)

Dear Sir,

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

We undertake, if our Bid is accepted, we shall commence the service from the date of commencement mentioned in the Letter of Award.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 3% of estd. Annual contract value for the due performance of the Contract.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_

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

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

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

**Seal of the Bidder:**

**PROFORMA-C**

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

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

**(Authorised Signatory)**

**Name of the Bidder:** \_\_\_\_\_

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

**FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)\***

To:

(Name of Company .....)

(Address of Company .....)

WHEREAS (Name and address of Contractor) ..... (hereinafter 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 recognized 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***

## **PROFORMA-F**

### **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 Field 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 Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- a) General Terms and Conditions, (SECTION-III)
- b) Scope of Work & Special Conditions of Contract, (SECTION – IV)
- c) Price Schedule Format, (Proforma-A)
- d) Bid Form, (Proforma-B)
- e) Statement of Compliance, (Proforma -C)
- f) Agreement Form, (Proforma-F)
- g) General HSE Points, (Appendix-A)

- h) Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971, (Appendix-B)

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  
**GM (C&P)**  
Contracts & Purchase Department  
Oil India Ltd., Rajasthan Field  
Jodhpur-342005  
Rajasthan, India

Sir,

**Sub: OIL's IFB No. CJI-6013-P21**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) is authorized 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.

**AUTHORIZATION FOR ATTENDING BID OPENING**

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

TO

**GM (C&P)**

Contracts & Purchase Department

Oil India Ltd., Rajasthan Field

Jodhpur-342005

Rajasthan, India

Sir,

**Sub: OIL's e-Tender No. CJI-6013-P21**

We hereby authorize 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,

**Authorized 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 Bid Security Declaration to be submitted by bidders along with the offer. (To be typed on the letter head of the bidder)**

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: BID SECURITY DECLARATION**

**Ref: Tender No. CJI-6013-P21 Dated 29.12.2020**

TO

**GM (C&P)**

Contracts & Purchase Department

Oil India Ltd., Rajasthan Field

Jodhpur-342005

Rajasthan, India

Sir,

I/We declare that if I/we withdraw or modify the Bid during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, then I/we will be put on suspension by OIL for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

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)

## **INTEGRITY PACT**

Between

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

And

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

### **Preamble**

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

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal shall appoint an external independent

Monitor who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 - Commitments of the Principal**

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

1. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him / herself or third person, any material or immaterial benefit which he / she is not legally entitled to.
2. The Principal shall, during the tender process treat all Bidder with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder the same information and shall not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal shall exclude from the process all known prejudiced persons.

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

### **Section 2 - Commitments of the Bidder / Successful bidder**

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

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

2. The Bidder / Successful bidder shall not enter with other Bidder into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
3. The Bidder / Successful bidder shall not commit any offence under the relevant Anticorruption Laws of India; further the Bidder / Successful bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder / Successful bidder shall, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(B) The Bidder / Successful bidder shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit / Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Successful bidder liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Successful bidder can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder / Successful bidder shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 - Previous transgression**

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

#### **Section 6 - Equal treatment of all Bidder / Successful bidder / Sub contractor**

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

#### **Section 7 - Criminal charges against violating Bidder / Successful bidder / subcontractor**

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

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Successful bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Successful bidder. The Successful bidder shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Successful bidder / Subcontractor with confidentiality.
4. The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Successful bidder. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to

demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor shall submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, shall the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

1. This Pact begins when both parties have legally signed it. It expires for the Successful bidder 12 months after the last payment under the respective contract, and for all other Bidder 6 months after the contract has been awarded.
2. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

### **Section 10 - Other provisions**

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

-----  
For the Principal

Place: Jodhpur

Date:

-----  
For the Bidder

Witness 1 : .....

Witness 2 : .....

NAME OF INDEPENDENT EXTERNAL MONITORS:

- a. Shri Sutanu Behuria, IAS (Retd.); Ex-Secretary, Ministry of Heavy Industries & Public Enterprise  
E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)
- b. Shri Om Prakash Singh, IPS (Retd.)  
E-Mail id: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)
- c. Shri Rudhra Gangadharan, IAS (Retd.); Ex-Secretary, Ministry of Agriculture E-mail id: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)

**ANNEXURE-I**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

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

Place:

Date:

Seal:

Membership No:

Registration Code:

Signature:

Format for Undertaking by Bidders towards compliance of office memorandum  
F. No. 6/18/2019-PPD dated 23<sup>rd</sup> July, 2020 (Public Procurement no. 1)  
issued by Department of Expenditure, Ministry of Finance, Govt. of India  
(To be typed on the letter head of the bidder)

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

Tender No. \_\_\_\_\_ Dated \_\_\_\_\_

OIL INDIA LIMITED

Dear Sirs,

*“We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”*

*We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.*

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone

No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This form should be returned along with offer duly signed.

**GENERAL HSE POINTS**

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



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

- 23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.
- 26.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

\*\*\*\*\*

**Procedure for obtaining Labour 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.

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

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 Mo&PNG

1. 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 free of cost tender document 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.
2. Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of 35%
- 2.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

*“We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. \_\_\_\_\_.”*

2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

*“We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder).”*

Note : In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

2.3 At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as Enclosure – III of the policy document of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

3. Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA (Techno- Commercial Acceptable) bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of

the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

4. Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

4.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable. For example - In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

4. The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

5. For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by Mo&PNG vide letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017.

6. The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

7. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

## 8.0 Determination of LC

8.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

8.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering :

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and
- c) General service cost, excluding profit, company overhead cost, taxes and duties.

8.3 The criteria for determination of cost of local content in the service shall be as under :

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and

- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

8.4 Determination of Local Content : The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

## 9.0 Calculation of LC and Reporting

9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.

9.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

## 10.0 Certification and Verification

10.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows :

### 10.1.2 At bidding stage :

- a) Price Break-up
  - (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 2.3.
  - (ii) Bidder must have LC in excess of the specified requirement.
- b) Undertaking by the bidder
  - i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no.2.1, such undertaking shall become a part of the contract.
  - ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

### c) Statutory Auditor’s Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 2.2.

### 10.1.3 After Contract Award

- a) In the case of procurement cases with the value less than INR. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.

- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

10.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

10.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

10.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

10.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

## 11 Sanctions

11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

11.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning. OIL shall initiate action for blacklisting such bidder/successful bidder.

11.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

11.4.1 In pursuance of the clause No.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Enclosure B) equivalent to the amount of PBG.

.....

## Enclosure-B

### Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

To

Dated \_\_\_\_\_

Oil India Limited

\_\_\_\_\_  
\_\_\_\_\_  
India

Dear Sirs,

1. In consideration of \_\_\_\_\_ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ \_\_\_\_\_ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).
2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.
3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.



4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and \_\_\_\_\_ to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_

WITNESS NO.1

\_\_\_\_\_

(Signature)  
Full name and official address  
(in legible letters)  
Stamp

\_\_\_\_\_  
(Signature)  
Full name, designation and address  
(in legible letters)  
With Bank

WITNESS NO.2

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Full name and official address  
(in legible letters)  
Stamp

**Formats for calculation of Local Content in Goods/Services/EPC Contracts:**

**SERVICE:: ( As per Enclosure III of PP-LC Policy)**

**CALCULATION OF LOCAL CONTENT- SERVICE**

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE			Cost Summary				
			Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LC	
						%	Rs./Foreign Currency (To be specified by the service provider)
			a	b	c = a+b	d = a/c	e = cxd
<b>A</b>	<b>Cost component</b>						
	<b>I. Material used cost</b>	<b>Rs./Foreign Currency</b>					
	<b>II. Personnel &amp; Consultant cost</b>	<b>Rs./Foreign Currency</b>					
	<b>Other services cost</b>	<b>Rs./Foreign Currency</b>					
	<b>IV. Total cost (I to IV)</b>	<b>Rs./Foreign Currency</b>					
<b>B</b>	<b>Taxes and Duties</b>	<b>Rs./Foreign Currency</b>					
<b>C</b>	<b>Total quoted price</b>	<b>Rs./Foreign Currency</b>					

**Note:**

$$\% \text{ LC Service} = \frac{\text{Total cost (A.IV.c)} - \text{Total imported component cost (A.IV.b)}}{\text{Total Cost (A.IV.c)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A.IV.a)}}{\text{Total Cost (A.IV.c)}} \times 100$$

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content. *(Applicable only for Foreign Purchase / Global Tenders)*

\*\*\*

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-6013-P21**      **Dated** \_\_\_\_\_

To,  
**GM (C&P)**  
Contracts & Purchase Department  
Oil India Ltd., Rajasthan Field  
Jodhpur-342005  
Rajasthan, India

**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)

\*\*\*

**SECTION-X**

**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.

Witness:

1)

2)

M/s.

Witness:

1)

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 along with the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company shall also be enclosed along with 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 Company's 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)

M/s.  
Witness

1)  
2)

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

M/s.  
Witness

1)  
2)

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

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-subsidiary 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-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

\*\*\*\*\*

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

In view of GST Implementation from 1st July 2017, provision of Causes related to Tax liability of bid document stands deleted and replaced with the following:

1. “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.
2. The quoted price shall be deemed to be inclusive of all taxes ,duties & levies 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).
3. 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.
4. 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.
5. 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.
6. 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 or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/client to Contractor / Supplier.
7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

#### **14. 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 & duties 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.

#### **15. 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.

#### **16. GENERAL REMARKS ON TAXES & DUTIES:**

In view of GST Implementation from 1st July 2017, 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..

OIL INDIA LIMITED, RAJASTHAN FIELD's provisional GST ID No. is 08AAACO2352C1ZX.

\*\*\*\*\*END of GST Annexure\*\*\*\*\*

**\*\*\*\*\*END OF TENDER DOCUMENT\*\*\*\*\***