

**Corrigendum No. 1 dated 26.09.2024**

to

**Tender No.: GEM/2024/B/5370486 for**

**Hiring of services for Operation & Maintenance of OIL's 01 (One) No. Drilling rig for a period of 04 (four) years.**

This Corrigendum is issued to notify the following:

**1.0** The following clauses of the tender document stand amended as below:

<b>Sl. No.</b>	<b>Tender Clause Ref.</b>	<b>Amended Clause</b>
1	Clause No. 10.0 (vii) of PART-IV: SoW	Company shall make four (4) toilets – 1 for ladies, 1 for OIL's executive and 2 toilets along with washing area for use of Contractor's personnel at well site. Cleanliness of the toilets shall be to Contractor's responsibility.
2	Clause No. 3.4 of PART-II: SoQ/SoR	No other rate thereof will be payable when Inter Location Move (ILM) rate is applicable provided ILM is completed within stipulated timeline.  However, NODR will be payable – if ILM is not completed within stipulated timeline due to any of the reason as outlined in Clause No. 2.1 above. In such case, ILM period shall also be extended by the no. of days delayed due to any of the reasons as specified in Clause No. 2.1 above which are not attributable to the Contractor.

**2.0** Special Terms and Conditions (STC) of the tender is attached herewith. Bidders are requested to take note of the same.

**3.0** Bid Closing / Opening dates have been extended as per following:

- i. Bid Closing Date & Time: Extended up to 08.10.2024 [1400 Hrs (IST)].
- ii. Bid Opening Date & Time: Extended up to 08.10.2024 [1430 Hrs (IST)].

**4.0** All other terms and conditions of the Bid Document, including any amendment thereof, remain unchanged.

**CHIEF MANAGER – CONTRACTS**

## **SPECIAL TERMS & CONDITIONS (STC)**

### **SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **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 completion program (e.g., Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. 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 on 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:

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. 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.
- v. 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.

vi. 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 Duliajan / field site, 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) as per Proforma-Form 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:

a. Any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR / service provider.

OR

b. Any scheduled bank in India or from international bank which has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR / service provider.

OR

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

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

**10.2** 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.

**10.3** 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.

- 10.4** The foreign CONTRACTOR / Service Provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.
- 10.5** The Performance Security shall be denominated in the currency of the contract.
- 10.6** 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.
- 10.7** 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 performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance / un-satisfactory performance.
- 10.8** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.9** 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 **03 (three) 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** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

**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** CONTRACTOR shall be responsible to import the equipment / tools / spares / consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2** CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3** Above clause is to be read with Customs Duty Clause in SCC, if any.

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

**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, and 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 up to 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, along with 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>).
- (ii) (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 MOBILIZATION 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, ionising 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 unauthorised 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 Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati 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 4<sup>th</sup> & 19<sup>th</sup> of every month to Engineer in Charge a true statement showing in respect of the 2<sup>nd</sup> half of the preceding month & the 1<sup>st</sup> 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 (revised on 17.03.2023), 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:

Claim amount (Excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to 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.

5) 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 03 (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 of 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 along with 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 (i.e., termination under Article No. 44.4 to 44.9 above), 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:**

In such an event (i.e., termination under Article No. 44.4 to 44.9 above), the COMPANY may 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-I\*\***

**SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC)**

**The Clauses of Section-II (SCC) shall supplement and / or amend the Section-I (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the Section-I (GCC).**

- 1.0 DEFINITIONS:** In this contract, the following terms shall be interpreted as indicated:
- 1.1 The "Contract" means agreement entered into between company and contractor, as recorded in the contract document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.2 The "Contract price" means the price payable to contractor under the contract for the full and proper performances of its contractual obligations.
  - 1.3 "The work" means each and every activity required for the successful performance of the services described in Section-I of the tender document and under guideline of Part III as set out hereof.
  - 1.4 "Company" means Oil India Limited (OIL) and its executors, successors, administrators and assignees.
  - 1.5 "Contractor" means the individual or firm or body incorporated performing the work under the contract.
  - 1.6 "Commencement Date" means the date in which the first well/drilling rig under this contract is taken charge of by the Contractor.
  - 1.7 "Site" means the location(s) where the services are to be carried out, duly approved by the company for the purpose of the contract together with any other places designated in the contract as forming part of the site.
  - 1.8 "Contractor's Representative" means such person or persons duly appointed by the Contractor thereof at site to act on contractor's behalf and notified in writing to the company.
  - 1.9 "Day" means a calendar day of twenty-four consecutive hours beginning at 06.00 hrs and ending at 06.00 hrs on the next day.
  - 1.10 "Approval" as it relates to company, means written approval.
  - 1.11 "Facility" means and includes all property of company owned or hired, to be made available for services under this contract which is or will be a part of the company.
  - 1.12 "Company's Base" means Duliajan/or subsequently changed place from where the equipment, spares, consumables etc. will be supplied/transported to the well site (location).
  - 1.13 "Certificate of completion" means certificate issued by the company to the contractor stating that he has successfully completed the works/jobs assigned to him and submitted all necessary reports as required by company.
  - 1.14 "Mobilization" means the deployment of specified personnel and crane as per Company's requirement under this contract for drilling operations. Payment for mobilization will be made to the Contractor upon commencement of operation at the first assigned well to the Contractor.
  - 1.15 "Base camp" means the camp/hired accommodation where the Contractor's personnel shall reside for carrying out the operations. OIL shall not assume any responsibility towards selection of land, operation, maintenance etc. of camp/Accommodation.
  - 1.16 "Rig up" means, receiving of materials in new location and unloading of the same, placement/alignment of all tanks. Power packs, PCRs and all pumps & their hooking up, substructures, fixing and rigging up of mast after complete assembling. Rig up

Company's sub-structure, mast at the present location and to make the rig ready for spud in the well after drilling mouse hole & rat-hole.

- 1.17 "Spud" means starting of drilling after completion of rig up in a particular location.
- 1.18 "Rig down" means (after completion of drilling in a present location and immediately after declaration for rig down on completion of reeving of mast bull line with equalizer pulley) rig down of Mast, all Pumps, Tanks, all lines, Power packs, PCRs including disassembling of Mast & Sub-structure, and make ready to move to next location along with all other fittings, tubular and accessories. The loading of Rig Package on transport fleet provided by the company.
- 1.19 "Utility services" means services to be rendered in case camp is set up by Company (OIL) for drilling Exploratory/Semi-exploratory wells at remote locations. The contractor shall provide the services of all kinds as described in scope of work.
- 1.20 "Break down maintenance" is defined as the repairing of any rig equipment or ancillaries for which operation is shut down and repairing of same can be attended at site.
- 1.21 "Preventive Maintenance" is defined as the lubrication and routine check-up jobs for rig equipment & ancillaries.
- 1.22 "BOP" is blow out preventer used for well control and shut the well in case of emergency.
- 1.23 "PPE" is the personnel protective equipment required to use by each person while working in oil mines.
- 1.24 "ILM" time is the time from declaring rig down in a particular well to spud of the next well.
- 1.25 "IWCF" is International Well Control Forum and their certificate is essential to work in oil & gas well.
- 1.26 "NCTU" is Nitrogen Coil Tubing Unit.
- 1.27 "NPU" is Nitrogen Pumping Unit.
- 1.28 "BHP" is Bottom Hole Pressure.

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

- 2.1 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the date, Company notifies Contractor in writing (Letter of Award) that it has been awarded the contract. The date of issuance of Letter of Award by the Company will be the effective date of Contract.
- 2.2 **MOBILISATION TIME:** The mobilization of personnel as per Contract should be completed by Contractor within 40 days from date of issue of Mobilization Notice after issuance of LoA. Mobilization of the drilling Crew shall be deemed to be completed when Contractor's complete manpower including crane service along with necessary tools, equipment-if any are placed at the nominated location in readiness to commence operations as envisaged under the Contract duly certified by the Company's authorized representative.
- 2.3 **DATE OF COMMENCEMENT OF OPERATION:** The date on which the mobilization is completed in all respects shall be treated as date of Commencement of operation.

**2.4 DURATION OF CONTRACT:**

The contract shall be for a period of **Four (4) years and (40) days** (including mobilization period) from the date of issuance of Mobilisation Notice. Accordingly, the scheduled contract end date shall remain firm even in case of delayed mobilization. If mobilization is completed before the scheduled mobilization completion date, then the duration of the contract shall be considered as two (4) years plus the actual duration of mobilization from date of the date of issuance of Mobilisation Notice.

However, the contract will come to an end only on completion of last drilling well & not in the middle of drilling activity. The terms and conditions shall continue until the completion of the Contract/ abandonment of the last well is in operation at the time of the expiry of the Contract.

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

3.1 In the event of the Contractor's default in timely mobilization within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

3.2 If the Contractor fails to mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

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

3.4 If the Contractor fails to mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

**4.0 ADDITIONAL TERMS & CONDITIONS OF CONTRACT (ATC):**

4.1 Crew Deployment Pattern and Working Hours: Contractor shall engage crew as defined in Scope of Work of the contract. The working hours for the rig operation shall be round the clock and in two 12(twelve) hourly shifts. Necessary approval for 12 hours shift, if required, shall be obtained by the Contractor from the regional office of DGMS, Guwahati before start of operation.

4.2 Contractor shall issue PPE and dungarees to the drilling regularly to contractor's personnel and a register shall be maintained at well site with endorsement by employee and indicating date of issue/replacement etc.

4.2.1 The Minimum PPE schedule to be followed for the personnel employed under the contract but excluding the unskilled and additional manpower as follows:

<b>Sl No</b>	<b>PPE</b>	<b>Quantity per person</b>	<b>Periodicity</b>
1	Safety Helmet (DGMS approved)	01 No	03 Years
2	Raincoat	01 No	Every year

3	Windcheater	01 No	Every 02 years
4	Safety Boot	02 Pair	Every year
5	Overall	02 (One half sleeve & one full sleeve)	Every year
6	Hand gloves	01 pair at time	As and when required
7	Other PPE	As required	As and when required

- 4.2.2 However, when a PPE is damaged during its legitimate use, it shall be immediately replaced free of cost by the contractor.
- 4.2.3 The above is the minimum requirement, however depending upon the risk, suitable protective equipment including respiratory protective equipment, eye protectors, ear protection gloves and aprons.
- 4.2.4 Contractor shall at all times maintain a sufficient stock of PPE in order to ensure immediate supply as and when need for the same arises.
- 4.2.5 For unskilled and additional manpower PPE schedule to be followed as below:

Sl No	PPE	Quantity per person	Periodicity
1	Safety Helmet (DGMS approved)	01 No	03 Years
2	Rain Coat	01 No	03 years
3	Windcheater	01 No	03 years
4	Safety Boot	01 Pair	01 year
5	Overall	01 (One half sleeve/one fullsleeve)	01 year
6	Hand gloves	01 pair at time	As and when required
7	Other PPE	As required	As and when required

- 4.2.6 In the event of the contractor failure to adhere in providing the minimum PPE requirements of the personnel as set out in **Clause 4.2.1 & 4.2.5 above**, penalty on the Contractor shall be levied at the rate equivalent to the latest purchase rate by OIL.
- 4.3 **SAFETY REGULATIONS & LABOUR LAWS:** 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; BOP tests etc. as may be required at prescribed intervals.

The designated key person shall work as competent person on behalf of Installation Manager (Company Representative) and shall be responsible for compliance of all safety rules and practices. Contractor shall maintain all records pertaining to safety regulation as per instruction of Company and shall update regularly for inspection by Mines authority time to time at well site.

4.4 **PERFORMANCE SECURITY:** 5% of Contract value.

4.5 **TERMS OF PAYMENT:** The total estimated Contract Price as indicated in Schedule of Rates - Part II of this Contract is inclusive of all statutory liabilities viz. Corporate Income Tax, Personal Tax, etc. and GST. The Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in Part-II of this Contract.

On account payment may be made, not often than monthly, up to the amount of 100% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's representative before any such final payment is made.

**Compliance towards local content**

- i) Contractor shall have to comply with the provision of Public Procurement (Preference to Make in India) Order, 2017 and as amended time to time by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. As compliance to the said order, the Contractor had stated minimum local content as \_\_\_ % during the bidding stage, which they must maintain during the execution period.
- ii) The Contractor shall submit a Local Content Certificate certifying the percentage of local content alongwith each invoice.

Such certificate should be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

The percentage of Local Content may vary with each invoice while contractor will have to maintain the overall percentage 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 raise upto that stage, the Contractor shall indicate how the Local Content requirement would be in the subsequent stages.

4.6 **SUBMISSION OF INVOICES:** To be submitted monthly.

All Invoices are to be uploaded through Vendor Invoice Management portal only via the following link: <https://vim.oilindia.in/velocious-portal-app/>.

All Invoices are to be addressed as below:

ED-Drilling Services  
Oil India Limited,  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam

4.7 **DE-MOBILIZATION:** O & M along with manpower as per the scope of work as indicated by OIL after completion of duration of Contract or termination of the contract due to any other reasons, Contractor shall have to demobilise his personnel

and other belongings from the date of issuance of final de-mobilization letter. No charges will be payable from the date of issue of the final de- mobilization notice.

- 4.8 **ASSOCIATION OF COMPANY'S PERSONNEL (Company's (OIL) Representative):** The duties of the OIL's representative(s), which in this case is the IM of the Rig will act on behalf of the Company (OIL) for overall co-ordination and project management at the designated location. The OIL Representative shall have an authority to order changes in the Scope of work to the extent, so authorized and notified by the Operator (OIL) to the Contractor in writing. The OIL Representative(s) shall liaise with the Contractor, monitor and progress so as to ensure the timely completion of work. Company's (OIL) representative shall ensure that the works are carried out in accordance with the specifications, scope and other terms and conditions of contract. The Company's representative shall have the right to inspect at all reasonable intervals of the works and instruct necessary tests to be carried out and such work which is not in accordance with the contract. The Company's representative will have the right to scrutiny records of the works. In general, the Company's representative will have authority to oversee the execution of the work by the Contractor and to ensure compliance of provisions of the contract by the Contractor during the entire tenure of the Contract.
- 4.9 **WARRANTY AND REMEDY OF DEFECTS:** Contractor has to perform all its services under this Agreement with all reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of Company and accepts full responsibility for the satisfactory delivery of quality of such services performed by it. Any defect/deficiencies noticed, Contractor within 15 (fifteen) days upon the receipt of written notice from the Company (OIL), shall improve their performance/correct such deficiencies failing which the Company (OIL) will have right to terminate the Contract by giving the Contractor written notice with immediate effect.
- 4.10 **MISCELLANEOUS PROVISIONS:** 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.
- 4.11 **LIMITATION OF LIABILITY (%):** In the event of a hole / well being damaged because of the negligence in operation by the contractor's personnel, it shall be the contractor's sole responsibility to repair such damages. The contractor will not be paid any day rates till the time the well is back into normal operation. If such a well is permanently lost due to negligence of the contractor, and /or equipment compensation by the contractor will be limited to 5% of the total contract cost for each incidence of loss occurred or the actual replacement cost whichever is lower. The decision of the company whether a well is permanently lost or repairable will be final. However, in case of dispute whether such damages /losses are due to the negligence of the contractor an independent third-party inspection mutually agreed upon by the company and the contractor will be instituted whose decision will be final. Such payment of damages shall be made forthwith by the contractor within 7(seven) days of receipt of notice for such payment. The company, however, reserves

the right to adjust the same from the contractor's outstanding bills.

- 4.12 **Statutory variation/ Newly enacted Law (Payment of Wages):** The Service Provider must make the Wages to all the personnel/Manpower deployed under the contract as per the Minimum wages act wherever applicable as defined under this service and it should be in compliance with the minimum wage act of govt. as per notification issued by the Ministry of Labour & Employment, Government of India in respect of workers engaged in employment in various mines such as Gypsum mines and Bauxite mines for work above grounds and revised time to time.

**Note:** Additionally, an additional allowance not exceeding Rs.2250.00 per month as allowance will be payable to the workers under this service. This additional allowance has to be paid on a pro-rata basis along with the monthly minimum wages based on actual attendance.

- a) All wages to the personnel should be made by 7th of each month and in case payments are not made regularly, subsequent invoices might be kept on hold.
- b) Wage slips to all the personnel deployed under the contract to be issued as per the - THE CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971, Chapter VII, Section 78(1)(b) vide Form XIX.
- c) Employment card as per the CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971, vide form XIV.

- 4.13 **SUB-CONTRACTING:** Not allowed.

- 4.14 **Force Majeure Rate:** 75 % of the Operating day rate of crew and personnel

- 4.15 **AREA OF OPERATION:** The area of the operation as planned is in Upper Assam, and mostly in the districts of Dibrugarh, Tinsukia, Sibsagar and Charaideo. The rig may also be moved to Arunachal as per OIL's operational programme.

- 4.16 **HSE Policy:** Please refer to Part-V: Safety Measures.

- 4.17 **Interim de-Mobilization and Re-mobilization:** Mobilization and Re- mobilization Company may suspend operation of Service temporarily in case of lean period at its own discretion however, the Contractor shall be served at least 1 (one) month notice prior to suspension of the Service within the period of contract. Contractor shall have to remobilize on receipt of Company's notice within 1 (one) month. Contractor shall be paid Interim Mobilization charges as per their quote in the tender. Temporary pause of operation under this agreement may be any number of times within the contract period.

Note: No de-mobilization charges will be applicable including interim.

- 4.18 **NOTICES:** Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail to the applicable address specified below:

**Company**

- a) **For contractual matters**

CGM (Contracts-HoD)  
OIL INDIA LIMITED  
PO DULIAJAN - 786602  
ASSAM, INDIA  
Phone No. 91-374-2808650  
Email: [contracts@oilindia.in](mailto:contracts@oilindia.in)

b) **For technical matters**

CGM - Drilling Services  
Oil India Limited,  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam.  
Phone No. 91-374- 2806800  
Email: drilling@oilindia.in

c) **Contractor**

\_\_\_\_\_  
\_\_\_\_\_

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

CGM - Drilling Services  
Oil India Limited,  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam

**5.0 GENERAL OBLIGATIONS OF CONTRACTOR:**

- 5.1 The Contractor shall have to bear the responsibility for employment matters and any problem in this regard inclusive of employment of local people and other issues pertaining to the Contractor's operations with Oil India Limited (OIL). In case there is any disruption of work at the well site under such conditions, as stated above, the Contractor will be paid at 'Zero' rate for first 24 (twenty-four) hours of affected period beyond which penalty will be levied at proportionate operating day rate in addition to zero rate.
- 5.2 The Contractor shall also have to comply with all types of labour wages rates applicable in Assam and Arunachal Pradesh for unskilled, semi-skilled, skilled and highly skilled labourers employed locally or by the Contractor's sub-Contractors throughout the period of the contract.
- 5.3 The contractor shall have his own PF Code No. as required under Employees' Provident Funds and Miscellaneous Provisions Act, 1952.
- 5.4 The contractor shall periodically submit the monthly challans/receipts/ proof of provident fund deposited amount along with a list of his workers to Company's representative. The contractor shall be required to deposit contribution towards Provident fund or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to Company's representative in monthly basis failing which OIL will deduct from his bills the amount equivalent to such deductions with penalty as per the provisions of applicable act.
- 5.5 The contractor shall pay the wages to the workers engaged under the Contract latest by 7th of every month as notified by the Regional Labour Commissioner (Central), Guwahati from time to time.
- 5.6 Contractor shall comply statutory minimum labour wages, P.F. to his workers at the prevailing rates as fixed by statutory bodies.

- 5.7 The contractor shall issue wages slip every month to each worker as per the Government guidelines and pay the monthly wages to the workers through bank transfer to each individual worker's bank account. Contractor must submit the monthly wages Bank statement/wages register statement & PF Statement to the Company along with their invoices.
- 5.8 The contractor must pay at least the minimum wage as applicable throughout the Contract period including PF as per the classification mentioned under TOR to the personnel. The payment should be made through on-line bank transfer to the worker.
- 5.9 Contractor shall ensure deployment of personnel under the contract preferably from local area to the extent possible. Preference should be given to personnel who have experience of working with OIL for similar services.
- 5.10 Contractor shall at all times during the currency of the contract provide, pay for and maintain the following insurance amongst others:
- (i) "Workmen compensation insurance as required by the laws of the country of origin of the employee.
  - (ii) "General Public Liability Insurance or Comprehensive General Liability insurance.
  - (iii) "Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- 6.0 GENERAL OBLIGATIONS OF COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 6.1 Pay Contractor in accordance with terms and conditions of the contract.
- 6.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 6.3 Perform all other obligations required of Company by the terms of the contract.
- 6.4 Security arrangement at well site camp shall be Company's responsibility.
- 6.5 Company shall provide all furniture, cookeries, cutleries; entertainment items such as TV, soft linen, and sanitation materials for the camp of OIL's official but contractor shall have to provide complete manpower for camp operation including catering and sanitation.
- 7.0 RECORDS, REPORTS & INSPECTION:** Contractor shall keep and furnish to Company an accurate records of the jobs performed formation drilled on the daily drilling report form. A legible copy of said form in duplicate signed by both Contractor's and Company's representative shall be furnished by Contractor to Company.
- 7.1 It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its sub-contractors are employees or agents of Company provided, however, Company is authorised to designate its representative, who shall at all-time have access to the Drilling Unit, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor, the Contractor may treat

Company's Representative for the time being at well site as being in charge of all Company's and Company designated personnel at well site. The Company Representative may, amongst other duties, observe test, check and control implementation of drilling, casing, mud and testing programmes, equipment and stock, examine cuttings and cores inspection work performed by Contractor or examine records kept at well site by Contractor.

7.2 Contractor shall, at all times, allow the Company representative to inspect all works performed and witness and check critical operation such as well head testing etc. and measurements made by contractor's personnel. Contractor shall maintain and record accurate time break up of each operation and shall reflect in Drilling Progress Report (DPR). Contractor shall provide Company representatives detail of well report of preceding 24 hours in the morning 7:00 AM or as desired by Company representatives. The under mentioned operations are categorized as critical for direct supervision/ inspection by Company representative:

- i. Casing Running in and lowering casings with power tongs.
- ii. Cementing operation and cement cleaning operation.
- iii. Mud engineering services.
- iv. Setting of slip seal assembly.
- v. Testing of BOP and other equipment, BOP drills.
- vi. Well killing operations.
- vii. Setting and un-setting of various types of packers & casing patches.
- viii. Milling operation.
- ix. All types of fishing operation.
- x. Wire line logging operation.
- xi. Engaging/ disengaging of any down hole equipment.
- xii. Any other miscellaneous jobs at the discretion of the company, such as, cement squeezing, perforation etc.
- xiii. Scheduled maintenance of all equipment.
- xiv. Production testing operation.
- xv. Rig up and rig down of mast.

## **8.0 ACCOMMODATIONS:**

- 8.1 Contractor may or may not be allowed to arrange accommodation at their own cost at well site for their other (define other) crew members. Company reserves the right to permit or not to permit construction/ placement of such accommodation for other crew at any well site by virtue of its own discretionary power. If contractor is permitted to arrange/ construct accommodation for other crew at any well site, selection of site shall be done with the agreement of Company representative.
- 8.2 The base camp for contractor's personnel in Assam & NE States shall be entirely Contractor's responsibility. Safety and security of the contractor's personnel at any camp(s) including compliance of fire hazard & regulation will be contractor's sole responsibility. Hygienic maintenance of toilets as well as catering services also will be the responsibility of Contractor.

- 8.3 Maintenance of the bunk houses including its surrounding and toilet & bath facilities shall be the responsibility of Contractor.
- 8.4 The camp facilities/accommodation to be provided by the contractor to the company personnel should include but not limited to the following:
- i. 1 No. 1-seater unit accommodations with attached bath and toilet.
  - ii. 2 Nos. 2-seater unit accommodation with attached bath & toilet.

**9.0 CATERING SERVICES:**

- 9.1 The catering, supply of drinking water to the contractor's personnel whether at their base camp and work site shall be the responsibility of the contractor. Hygiene food & drinking water shall have to be provided to the Contractors personnel as per their requirement at all times.
- 9.2 Contractor shall have to provide catering services to Company's personnel (as per defined menu) and to various Service Providers of OIL as and when required on chargeable basis. The applicable rates are defined under Schedule of Work, Unit and Quantity (Part-II).

- 10.0 WORK CULTURE:** Contractor personnel shall carry out operations hereunder with due diligence and in safe and workman like manner according to good international oilfield practice. They shall maintain strict discipline and good conduct among themselves at workplace.

- 11.0 EFFLUENT DISPOSAL/MUD/WATER LINES:** All laying/repair of lines and hooking up operation for supply/disposal of water, mud and effluent to the various distribution points within the well plinth shall have to be done by the Contractor. Company shall make & maintain effluent disposal line to nearby central pit, water lines from well site to nearby source water station and mud line from well site to nearby mud plant. However, contractor shall monitor leak/damage of lines maintained by company and shall inform immediately for repair.

**12.0 REQUIREMENT OF TOOLS & EQUIPMENT:**

- 12.1 The well programme shall generally be made available to the Contract in advance; accordingly, Contractor shall workout the requirement of surface equipment/tools for the various stages of operation in a particular well in advance and shall inform such requirement to company representative. Additionally, day-to-day consumables, spares and other well requirements shall have to be indicated to the Company's authorized representative at least 24 hours' notice prior to requirement.
- 12.2 HAND TOOLS: All necessary major tools will be supplied by the Company for Contractor's use. However, small tools like pipe wrenches, hammer, slide wrenches, small spanners, screw drivers, measuring instruments like multi meter, line tester, measuring tapes (2m & 30m) shall have to be arranged by the Contractor.

- 13.0 PRODUCTIVITY TESTING & ALLIED SERVICES:** Contractor shall assist in performing any tests to determine the productivity of any formation encountered as may be directed by Company. Such tests and services may include, without limitations, electric logging, drill stem tests, perforation casing, acidization, unloading of well fluid by NCTU, fracturing and acid fracturing. Specialized tools/personnel for these operations will be provided by Company but contractor shall provide unskilled hand as desired. The Contractor shall have to assist rig up and rig down the necessary gear for logging, NCTU, NPU, BHP, Hydro-Fracture Unit, DST equipment and other related surface gear of well servicing of the Company's or other Contractor

as and when required. However, Contractor shall be guided by on-the-spot supervision of Company or Company's authorized personnel in these specialized works.

**14.0 ADVERSE WEATHER & PERIL:**

14.1 Contractor, in consultation with Company shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Drilling Unit and personnel to the fullest possible extent. Contractor and Company shall each ensure that their representatives for the time being at well site will not act unreasonably in the exercise of the clause.

14.2 The Contractor shall report to Company and evidences if identified which may indicate or is likely to lead to an abnormal or dangerous situation at the earliest opportunity, and immediately take the first emergency control steps.

14.3 In the event of difficulty which precludes either testing ahead under reasonable condition or performance of any other operation planned for a well, Contractor may suspend the work in progress and shall immediately notify Company and in the meantime exercise all reasonable efforts to overcome the difficulty, ensuring the safety of the well operation, personnel and equipment.

**15.0 AMENDMENTS OF DRILLING AND COMPLETION PROGRAMME:** Contractor shall carry on normal round tripping, completion, abandonment and any and all other associated operations including but not limited to rig down, assist in rig move etc, in accordance with the well drilling before commencement of the rig operation which may be amended from time to time by reasonable modification as Company deems fit and in consultation with Contractor.

**16.0 APPROVAL OF MANPOWER:** Contractor shall have to obtain prior approval from the Company before deployment of personnel in the rig. Applications seeking approval shall have to be submitted by the contractor at least one month ahead of proposed date of deployment. All applications shall be submitted to GM Drilling-Operation for scrutiny. Contractor shall not deploy manpower in the mine without formal approval from OIL's authorised personnel. Contractor shall not swap manpower approved for two different contracts under the same contractor without prior approval.

The following documents shall have to be submitted along with the letter seeking approval.

- Biodata of the candidate with photograph.
- Photocopy of relevant pass certificates and other proficiency certificates as required under Clause No. 3.2 of contract (Scope of work) (original to be produced on demand).
- Copy of experience certificates (original to be produced on demand).
- Undertaking from Contractor's personnel for not claiming employment or any service benefit available to Company's employee as per format given.
- Contractor has to provide No objection certificate along with other documents for Manpower approval for personnel in case he was engaged with other service provider under different OIL Drilling Rig Contracts.

**Note:**

- (a) Once the manpower for the Service is approved by OIL, the Contractor has to issue appointment letters to all the personnel as per the Contract labour act.

- (b) 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 this/these personnel within Ten (10) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to Company for approval prior to their engagement.
- (c) During the currency of the contract, if any of the key personnel is to be replaced; the incumbent must be approved ones under the same contract or must get approved fulfilling all the criteria of contract agreement. As soon as the term or period of the contract expires, accordingly the approval of personnel will also get expired or terminated.

- 17.0 **TEMPORARY PAUSE OF OPERATION:** Company may suspend operation of Service temporarily in case of lean period at its own discretion however, the Contractor shall be served at least 1(one) month notice prior to suspension of the Service within the period of contract. Contractor shall have to remobilize on receipt of Company's notice within 1 (one) month. Contractor shall be paid Interim Mobilization Charges as per their quote in the tender. Temporary pause of operation under this agreement may be any number of times within the contract period.
- 18.0 The Contractor shall carry out the operations in drilling wells 7 days a week and 24 hours a day (round the clock) in compliance to drilling program of the Company, which will be supplied to them prior to commencement of operations in each well. However, contractor may be permitted by the company to work for less duration than 24hrs/day (more or less than 12 hrs per day) during ILM period when no electric power is available. Operations under the contract shall be 2(two) shifts of 12 Hrs each. All the crew member as defined in Clause 3.0 of 'scope of work' of the contract shall have to be available in each shift.
- 19.0 The Contractor shall be responsible for arranging relief of personnel during vacations, statutory off days, sickness etc. entirely at their cost. The relief personnel also must have the similar experience and the Contractor will have to obtain prior approval from the Company for the relief personnel of the Contractor.
- 20.0 Providing proper safety appliances such as safety boots, helmets, hand gloves and protective clothing etc. to their employees shall be Contractor's responsibility along with the display of statutory sign boards in well site as per Mines Rules as supplied by Company. In case operation is shut down due to objection raised by safety audit on non- compliance, it shall be Contractor's responsibility to comply with all safety requirements and no operating rate will be applicable for payment during such shut down period.
- 21.0 The Contractor will have to ensure that the statutory off days are given to Contractor's personnel and that the personnel are not engaged continuously for a prolonged period which amounts to violation of Mines Act.
- 22.0 Company shall assist contractor in obtaining all security/entry passes into the Company's Industrial and operational Area, whenever required by the Contractor's personnel in connection with the contract. However, Contractor shall fulfil all necessary formalities including liaising with Company/CISF in this regard as per norms of the Company/CISF.

- 23.0 It will be the responsibility of the Contractor to obtain restricted area permit/ Assam entry permit/Inner line permit for Contractor's personnel (the Company will assist to the extent possible) for entering into NE states of India.
- 24.0 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 25.0 All supervisory staff rig personnel and other manpower engaged by the Contractor shall have to be Indian Nationals and Contractor shall deploy local people, wherever possible, for un-skilled personnel under the contract.
- 26.0 Company reserves the right to instruct Contractor for removal of any Contractor's personnel for:
- (a) Misbehaviour, indiscipline and for misdemeanour And/or,
  - (b) For technical incompetence and for not rendering the services faithfully And/or,
  - (c) For indulging in canvassing against Company in press/other media And/or,
  - (d) For leaking information about Company operations to outside parties.
- 26.1 The Contractor shall replace undisciplined personnel under clauses (a) & (b) above within period of 24 hrs. However, 3 days' notice shall be served by Company to replace undisciplined personnel under clause (c) & (d) above.
- 26.2 Further, the replacement for these personnel shall be completed as per specified time period as mentioned in above para from the date of receipt of instruction from the Company and at the cost of the Contractor. The continuity of operation shall not be disrupted on this account, till such time the replacements are arranged. However, the Deficiency Clause of the Agreement shall be applicable.
- 27.0 The rig instruments which will be provided to the Contractor as ancillaries of the rig package either with the rig or separately during the contractual period, has to be installed and maintained accordingly by the Contractor. All charts and reports obtained from such instruments are to be kept ready for all the operations and should be made available to the Company as and when will be asked for scrutiny. Charts and other stationers for the instruments will be provided by the Company on time-to-time requisition by the Contractor.
- 28.0 The Contractor will be responsible for all transportation of his personnel from their place of origin to their base at Duliajan and back. However, the Contractor will also be responsible for all transportation facilities of his personnel including movement to work site from wherever they stay. The Company shall not render any type of transportation to Contractor's personnel at any time. The Contractor will have to keep a standby vehicle at well site on all working days to meet any emergency.
- 29.0 Contractor shall provide own identity cards for their personnel engaged under the contract and also shall possess identity card/pass of the Company. Person(s) not having identity cards shall be treated as unauthorized person(s) and shall not be allowed to perform duty.
- 30.0 The Bidder/Contractor understands that minimum wages may increase from time to time as notified by statutory authority and undertakes that Contractor shall not make Company liable to reimburse Contractor for such statutory increase in wage rates of the labours/workers appointed by the Contractor during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is

twice in a year. Bidder shall bid after considering this increase in wage rates for the entire period of Contract including extension provision.

The Contractor further undertakes that he/she/they will pay his/her/their workers the increased wages as notified under the Minimum Wages Act from time to time and such statutory or any other increase in the wages rates of contract labour deployed by the Contractor shall be borne solely by the Contractor during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

- 31.0 In the event of the rig or its components, ancillaries, equipment etc. supplied by the Company to the Contractor are damaged/ lost due to the carelessness/ negligent handling by the Contractor's personnel, the Contractor will be liable for such damages on the basis of the Company's estimated cost of replacement as reduced by any insurance claim which may occur to the Company plus 7% towards handling charges on the cost of such replacement. If the operation is held up for such damages/ loss, Zero rate shall be applicable till such time operation is restored.
- 32.0 If the Contractor fails to provide manpower per shift as per the 'Scope of Work' of the contract, the Company reserves the right not to allow the Contractor to carry out operations, and no payment will be made for the affected day(s). Moreover, the Contractor shall be liable to pay damages for the same number of non-working hours/day as per deficiency clause & sub clauses. If such incidents happen twice in a month, the contract is liable to be terminated at the discretion of the Company.
- 33.0 The Company shall provide adequate security personnel, however, it shall be the primary responsibility of the Contractor to ensure that the equipment and materials at site are properly secured against theft, pilferage etc.
- 34.0 Contractor has to take up necessary jobs for providing power and water supply and maintenance of the well site office for both Contractor's & Company's and of the well site camp for contractors and Company's personnel including Deviation Engineer's Cabin if situated at well site.
- 35.0 The Company may set up Camp for Company's officers & employees for drilling exploratory/semi-exploratory wells at remote locations. Contractor shall have to provide the catering services for the Company's officers & employees.
- 36.0 The Contractor shall also have to comply with all types of labour wages rates applicable in Assam & North-Eastern States for unskilled, skilled and highly skilled labourers employed locally or by the Contractor's sub-Contractors throughout the period of the contract. Any statutory escalation on labour wages will have to be on Contractor's account.
- 37.0 The Contractor should inspect thoroughly the complete rig package before/during taking over charge. After inspection the Contractor should submit a report to the Company. If certain items are not found satisfactory on assessment by the Contractor; the same should be intimated to the Company and Company in turn will take the necessary action for repair/ replacement at the earliest.

**38.0 PREVENTION OF FIRE AND BLOW-OUTS:**

- 38.1 Contractor shall maintain all well control equipment in good condition at all times and shall take all possible steps to control and prevent fire and blowouts. The

Contractor should be responsible for taking all preventive and corrective measures for initial control of kick, inflow, fire and blowouts. After initial control of well, Contractor will inform the Company's Representative about the well condition and finally well will be killed after discussion with the Company's Representative.

38.2 Contractor crew shall have to be conversant with firefighting equipment available at well site and shall capable of use such firefighting equipment to douse fire at well site in emergency.

39.0 COMPANY'S RIGHT TO TAKE OVER: In the event, the Company is justifiably dissatisfied with Contractor's performance during the drilling of any well hereunder on account of unreasonably slow progress or incompetency as a result of cause reasonably within the control of the Contractor, the Company shall give the Contractor written notice in which it shall specify in detail the cause of its dissatisfaction. Should the Contractor, without reasonable cause, fail or refuse to commence remedial action within one (1) day of receipt of the said written notice, the Company shall have the right but not obligation to take over the specific operations, where the Contractor has failed to perform, till such time the Contractor commences remedial action. During the period of any such take over, the entire cost of operation carried out by the Company will be deducted from the Contractor's payment, in addition to imposing penalty as applicable as per the contract for the Contractor's failure.

**40.0 DEFICIENCY:**

40.1 Key Personnel: Provision of adequate manpower of required skill for carrying out all operations with due diligence, in a safe, decent manner and in accordance with accepted international oilfield practices is the essence to the contract. In case of Contractor's failure to provide adequate numbers of efficient manpower particularly in respect of the key personnel as per the standard deployment pattern as set out in clause of scope of work, penalty shall be levied to contractor at the following rates:

<b>Sl. No.</b>	<b>Deficiency of Key Personnel</b>	<b>Penalty</b>
1	Rig manager/Rig Superintendent/ Area Manager	12% of the operating day rate shall be deducted for the period of non-availability
2	Tool Pusher	10% of the operating day rate shall be deducted for the period of non-availability
3	Tool Pusher/Night Tool Pusher	10% of the operating day rate shall be deducted for the period of non-availability
4	HSE Cum Liaison Officer	7.5% of the operating day rate shall be deducted for the period of non-availability
5	Driller	5% of the operating day rate shall be deducted for the period of non-availability
6	Asstt. Driller	3% of the operating day rate shall be deducted for the period of non-availability
7	Each Derrick Man/Top man	3% of the operating day rate shall be deducted for the period of non-availability
8	Each Floormen/ Rigman	2% of the operating day rate shall be deducted for the period of non-availability

9	Mechanical Engr.	10% of the operating day rate shall be deducted for the period of non-availability
10	Mechanic-pump	5% of the operating day rate shall be deducted for the period of non-availability
11	Asst. Mechanic-pump	3% of the operating day rate shall be deducted for the period of non-availability
12	Mechanic-ICE	5% of the operating day rate shall be deducted for the period of non-availability
13	Asst. Mechanic-ICE	3% of the operating day rate shall be deducted for the period of non-availability
14	Electrical Engr.	10% of the operating day rate shall be deducted for the period of non-availability
15	Rig Electrician	5% of the operating day rate shall be deducted for the period of non-availability
16	Asst. Rig Electrician	3% of the operating day rate shall be deducted for the period of non-availability
17	Mud Engineer/Well site Chemist	10% of the operating day rate shall be deducted for the period of non-availability
18	Medico	5% of the operating day rate shall be deducted for the period of non-availability
19	Welder	5% of the operating day rate shall be deducted for the period of non-availability
20	Gas Logger cum sample washer	3% of the operating day rate shall be deducted for the period of non-availability

Notes:

- (i)** The above rates are applicable for the first five days for each day for non-availability. In case more than one key personnel are not available at a time, penalty shall be applicable for each key personnel not available during the period.
  - (ii)** Beyond 5 days, the penalty shall be applicable at double the rates mentioned above for each day for non-availability of any key personnel.
  - (iii)** Further, contractor shall be paid zero rates if Company decides not to continue operation without the above key personnel and operation is suspended for non-availability of key-personnel.
- 40.2 Unskilled Personnel: Contractor to note that, other than the skilled key personnel Contractor has to provide as per the list in Clause 3.0 of Scope of work, adequate numbers of unskilled personnel. The non-availability of such unskilled personnel during any shift shall be subjected to a deduction of Rs. 1000/- per man per day.
- 40.3 PPE: In the event of non-compliance of statutory provisions and safety appliances, the company will have the right to ask the contractor to suspend work immediately and no payment shall be made by the Company till such time the contractor comply with the same. Company reserves the right to supplement the requirement of PPE for Contractor's personnel subject to availability to continue operation. However, Contractor shall have to pay at the rate fixed by Company.
- 40.4 Break down: Proper Check-up/maintenance/lubrication of Company's equipment and machineries as per Company's maintenance schedule and procedure are the essence of the contract. Zero rates shall be applicable for entire period of shut down if cause of break down is attributed to Contractor's negligence and deficiency.

**41.0 POLLUTION AND CONTAMINATION:** Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows:

- (i) Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents and garbage wholly in Contractor's possession and control and/or directly associated with Contractor's or Company's equipment and facilities, caused, and that originating from normal water base drilling fluid and drill cuttings.
- (ii) Contractor shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify Company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination. However, settlement of claims against noise pollution/water pollution arising out of Company's equipment shall be the responsibility of Company, if the said pollution is not caused due to negligence of Contractor. Otherwise, the claims shall have to be settled by the Contractor. Contractor at all times shall try to minimize water and noise pollution arising out of Company's equipment.
- (iii) In the event a third party commits an act of omission which results in pollution or contamination for which either the Contractor or Company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and Company, regardless of the party for whom the job was performed and liability as set forth in (a) and (b) above would be specifically applied.
- (iv) Company through its Service Provider shall assume all responsibility and liability for erection/installation and efficient operation of the mobile Effluent Treatment Plant, dismantling prior to ILM for next location and maintaining the sample analysis report for both solid and liquid output conforming to SPCB standard.

**42.0 DETAIL OF SERVICES TO BE PROVIDED BY CONTRACTOR**

- a. Contractor shall have to carry out Rig-up and Rig-down operations including Inter Location Movement (ILM) with Contractor's transport fleet and manpower.
- b. Handling & storage of all Company's materials at well site/camp shall be the responsibility of Contractor. The contractor shall place the vehicle responsible for to-and-fro transfer of Company's materials as per advice of Company Representative every morning at 7.00 AM along with designated manpower. The vehicle shall be stationed at Duliajan/Arunachal Pradesh. The vehicle should be approx. 10T capacity with a loading area of not less than 14"x7". Contractor's vehicle shall report at Company's yard as directed and carry the daily consumables like spinning rope, thread dope, grease tong dies etc Company shall supply other materials at well site/camp.
- c. Contractor shall have to provide all transportation required for contractor's personnel.
- d. Contractor shall be responsible for maintenance and hygienic housekeeping of bunk houses for contractor & OIL personnel.
- e. Contractor shall have to carry out all rig operations related to drilling:
  - i) Spud in & drilling.
  - ii) Round tripping.
  - iii) Casing running.

- iv) Operators for lowering casings with power tongs during all sizes casing running in.
  - v) BOP & W/head rig up testing & operation.
  - vi) Mud preparation and maintenance at site & mud plant.
  - vii) Geological sample collection & washing.
  - viii) Gas logging.
  - ix) Drilling W/head R/dn. Prod W/head R/up, test hydraulics testing of X-mass tree before R/up.
  - x) Tubing handling and tripping, drifting and maintaining of tally.
  - xi) Hooking up surface production connections including flare line, pit line etc. and necessary hydraulic testing.
  - xii) Maintenance of engines / machineries / Tools and equipment / materials of the rig for smooth drilling operation requirements of spares will be justified by the representative of the concerned department. and no technical guideline will be provided for the schedule or preventive or break down maintenance jobs except the critical jobs.
  - xiii) Any other jobs related to well operations. Company to provide drilling rig, accessories, consumables, tubulars, tools and support facilities, spares etc. Company will also provide chemical laboratory at each well site. Air, water & electricity connection to be provided by contractor.
  - xiv) Company shall provide all necessary spare and guidelines only for above operations.
- f. Contractor shall be responsible for Services of all the back up operations at / around well site, and any other associated installations, including break-down maintenance for
- i) Water supply pumps, Fire Tender pumps
  - ii) Electricity (Gen-set)
  - iii) Effluent water pumping & Oil skimming OIL to provide installations with POL  
Necessary spares and guidance for maintenance will be provided by the company.
- g. Contractor shall be responsible for Maintenance of well-plinth & housekeeping of well site including Company's & Contractor's offices and accommodation bunk houses at well site. Company shall provide Road Rollers with consumables with driver, as and when required as assessed by the company. Company shall provide all plinth maintenance materials if necessary, as and when required and requirement will be assessed by Company representative. However minor well plinth maintenance shall have to be done by Contractor.
- h. Contractor shall be responsible for Break down maintenance and the periodic maintenance of all rig components and accessories at site. Company shall provide all necessary spares for maintenance jobs. For periodic maintenance instruction sheet will be provided by the company. For some critical maintenance/repair jobs, which will be decided by Company, manpower shall be provided by Company. For periodic maintenance instruction sheet will be supplied by the company.
- i. Contractor shall have to provide a 40 MT Crane with operator at well site throughout the contract period. Proper maintenance of the crane for smooth running without any shut down shall be the responsibility of the Contractor. All spares required for maintenance of the Crane shall have to be supplied by Contractor without any additional charge. However, fuel (HSD) required for running the crane for well site operation shall be supplied by Company.

Note: Contractor has to ensure uninterrupted crane service during casing operations without fail.

- j. For AC/SCR/VFD rigs, the maintenance of air conditioners for PCRs is contractor's responsibility. Company will provide the spares and guidelines.
- k. Contractor shall be responsible for Laying of lines for:
  - i) Water lines from pump to well & Bunk house, wherever required.
  - ii) Mud lines from mud plant to well site.
  - iii) Effluent water pumping from drilling location to designated effluent pit other than the effluent pit located at the drilling location where the rig is operating.
  - iv) Suction and delivery lines to Fire tender pump at camp & well site. Company to provide pipes and Victaulic joints (if required). Company will provide right of way of lines.
- l. Contractor shall be responsible for removing of lines as specified in para (k) above after well is rigged down. Company will collect the pipes etc. supplied earlier.
- m. Contractor shall be responsible for Skimming of oil and collection of effluent oil into drum from effluent pit or any other pit as directed by Company Representative.

NOTE: Requirement of spares for running maintenance to be planned in advance in consultation with OIL representative.

**43.0 GOODS AND SERVICES TAX:**

- 1) In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.
- 2) Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 3) "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.
- 4) Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- 5) Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.

- 6) 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.
- 7) The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 8) 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.
- 9) The bids will be evaluated based on total price including GST.
- 10) Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
- 11) Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 12) 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/Contractor, OIL shall withhold the payment of GST.
- 13) GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
- 14) Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL 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 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 to Contractor / Supplier.
- 15) Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL 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.

- 16) TDS under GST, if applicable, shall be deducted from contractor's/ Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 17) 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.
- 18) It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 19) In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- 20) Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 21) Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 22) GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 23) 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.
- 24) 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.
- 25) 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.
- 26) 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.
- 27) The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 28) 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.

- 29) 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.
- 30) OIL 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 is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 31) Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 32) Documentation requirement for GST: The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to 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;

Note: OIL GSTIN numbers are as follows:

Assam : 18AAACO2352C1ZW

Arunachal Pradesh: 12AAACO2352C1Z8

- 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[SAC];
- 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 interstate 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:
  - (i) The original copy being marked as ORIGINAL FOR RECIPIENT;

- (ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- (iii) 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. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

- 33) Anti-profiteering clause: 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. The Supplier of Goods / Services may note the above and quote their prices accordingly.
- 34) In case the GST rating of Contractor on the GST portal / Govt. official website is negative / blacklisted, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / blacklisted after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

\*\*\*\* END \*\*\*\*