



**OIL INDIA LIMITED**  
(A Govt. of India Enterprise)  
P.O. DULIAJAN, DIST -  
DIBRUGARH  
ASSAM, INDIA, PIN-786602

**CONTRACTS DEPARTMENT**  
TEL: (91) 374-2800548  
E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in)  
Website: [www.oil-india.com](http://www.oil-india.com)  
FAX: (91) 374-2803549

**CORRIGENDUM NO. 7 DATED 17.07.2024**

**to**

**BID NO. GEM/2024/B/4856672 DATED: 12.04.2024**

**for**

**Hiring of Drilling Waste Management Services for collection, transportation & disposal of drilling waste from OIL's drilling locations through Co-processing/TSDF.**

---

This Corrigendum is issued to notify the following changes:

- 1.0** The following documents have been uploaded in the “*Buyer uploaded ATC document*” Tab in GeM-portal as replacements of the existing:
- i. **REVISED SCOPE OF WORK (SOW).**
  - ii. **REVISED SPECIAL TERMS & CONDITIONS (STC)**
  - iii. **REVISED PRE-QUALIFICATION CRITERIA (PQC).**
  - iv. **REVISED TECHNICAL EVALUATION SHEET (REVISED PROFORMA-XX).**

**Note:**

- i) Bidders are advised to go through the revised documents listed above and submit their bids accordingly. Bid evaluation shall be carried out per the terms & conditions of the revised Pre-Qualification criteria.
- ii) Duly filled technical evaluation sheet for PQC is to be submitted along with the technical bid.

All other terms and conditions of the Bid Document remain unchanged.

**SD/-**

**MANAGER- CONTRACTS (O)**

---

**REVISED PRE-QUALIFICATION CRITERIA (PQC)**

**BID EVALUATION CRITERIA (BEC)**

**1.0 VITAL CRITERIA FOR BID ACCEPTANCE:**

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bidders are advised not to take any exception/deviation to the Bid Documents. If any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be liable for rejection.

**1.1 GENERAL CONFORMITY:**

Bids will be rejected in case the equipment and services offered do not confirm to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

**1.2 ELIGIBILITY CRITERIA:**

**The bidder must be incorporated/registered in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.**

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of **Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022**, shall be applicable.

Whether **or not** the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

- (a) The bidder must provide the **exact percentage (%) of local content** in their bid, without which the bid shall be liable for rejection being non-compliant.
- (b) The Bidder shall submit an undertaking **PROFORMA-XII** from the authorised signatory of bidder having the Power of Attorney along

with the bid, stating that the bidder meets the minimum LC requirement (**Categorically specifying the exact % of LC**) and such undertaking shall become a part of the contract, if awarded.

**Note:** *Bidder must not mention the LC% as **more than XX%** or between **XX-YY%**, the exact LC% must be Categorically specified)*

- (c) The aforesaid undertaking of the bidder shall also 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 exact percentage of local content.

*Note: The LC% mentioned by the auditor/ CA must not be mentioned as **more than XX%** or between **XX-YY%**, the exact LC% must be Categorically specified)*

- (d) Along with the technical bid, bidder must submit a copy of their Certificate of Incorporation / Registration or any other valid document(s) which substantially establishes its constitution in India.

## **2.0 TECHNICAL EVALUATION CRITERIA:**

### **2.1 "SIMILAR WORK" EXPERIENCE:**

The bidder must have experience of successfully executing/ completing at least one "**SIMILAR WORK**" under a single Contract in previous 07 (seven) years reckoned from the original bid closing date with Central Govt./ State Govt./ Public Sector Undertaking/ State Govt. Enterprise/ Public Limited Company/ E&P Company/ Drilling Service Provider.

Note: E&P Company means any company engaged in exploration and production of crude oil & natural gas.

#### **Notes to BEC Clause 2.1 above:**

- I. "**SIMILAR WORK**" mentioned in Clause No. 2.1 means "**Services for handling, transportation, processing (using mechanical/ chemical/ combination processing system) and disposal of 'Drilling Waste' through Co-processing industry/TSDF (Treatment, Storage & Disposal Facility)**".

Note: '**Drilling waste**' means drill cuttings and/or drilling mud and/or sludge and/or effluent etc. generated during drilling operations of oil/natural gas wells.

- II. Proof of requisite Experience, viz. award and subsequent successful execution/completion of "**SIMILAR WORK**" (refer Clause no. 2.1 above), must be substantiated by submission of the following documents along with the bid:

(A) Contract document/ Letter of Award (LOA)/ Work Order showing detailed scope of work in line with Clause 2.1 above,

AND

(B) Completion certificate(s) or Final Payment certificate(s) or any other document(s) issued by the client for the above contract, which substantiate the successful execution of work :

The submitted document(s) must contain the following:

- (i) Nature of job done
- (ii) Contract no./Work order no.
- (iii) Contract period and date of completion.

III. Following work experience shall also be taken into consideration:

- (i) If the bidder has executed contract in which **“SIMILAR WORK”** defined above is also a component of the contract.
- (ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date, but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.

- In case the documents submitted as per **Para II. (A) & (B)** above are not sufficient to establish the **“SIMILAR WORK”** experience submitted as per **Para III. (i) & (ii)** above, the bidder shall have to submit the breakup of the work(s) executed under such contract(s) clearly indicating the period of **“SIMILAR WORK”** experience which should be certified by the end user, or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).

IV. Experience of executing **‘SIMILAR WORK’** through sub-contracting shall also be considered for evaluation.

In case of work experience executed through ‘sub-contracting’, the bidder shall submit relevant documents as mentioned under para **‘II’** and/or **‘III’** mentioned under **‘Notes to BEC Clause 2.1 above’**, along with confirmation towards consent of the client organization/end-user for allowing ‘sub-contracting’.

V. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) shall not be accepted as evidence i.e., mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent, as stipulated under Clause Nos. 2.1 will only be treated as acceptable experience.

- VI. All Certificates and documentary evidence required to be submitted in support of Para 2.1 above should be clearly legible and in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- VII. **"SIMILAR WORK"** experience executed by a bidder for its own organization/subsidiary/Parent/Co-Subsidiary / Joint Venture / Consortium cannot be considered as experience for the purpose of meeting BEC.
- VIII. In case requisite experience is against OIL's Contract, bidder shall only be required to categorically specify OIL's Contract Number and date to consider the experience.
- IX. Bids submitted for part of the **"SIMILAR WORK"** will be rejected.
- X. Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the bidder. OIL may contact the clients/operators under intimation/copy to the respective bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time, then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the bidder to take up the matter with his client(s) and arrange for the confirmation as desired by OIL.
- XI. Bid will be rejected if not accompanied with adequate documentary proof in support of **"SIMILAR WORK"** experience as mentioned in Para 2.1.
- XII. The constituent of a bidder [member/partner], if any, are not allowed to bid directly or indirectly (through any other arrangement) against this tender. In such cases, all such bids shall be categorically rejected.
- XIII. Any party who is extending support by way of entering into Joint Venture agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected.

**2.2** Bids of those bidders who themselves do not meet the experience criteria as stipulated in BEC Clause Nos. 2.1 above, can also quote under the categories listed below:

**A. ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 2.1 above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company, which holds more than fifty percent of the paid-up equity share capital of the bidder] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary [supporting company, in which the bidder holds more than fifty percent of the paid-up equity share capital]. However, the parent/subsidiary company (as the case may be) of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.

In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Agreement (as per **ANNEXURE-I, attached below**) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per as **ANNEXURE-II, attached below**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

**B. ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY**

Offers of those bidders (other than JV) who themselves do not meet the technical experience criteria stipulated in **Clause No. 2.1** above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

- (a)** Provided that the sister subsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate

parent/holding company or through any other wholly owned subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.

- (b)** Provided that the sister subsidiary/co-subsidary company on its own meets the technical experience criteria laid down in **Clause No. 2.1** above and not through any other arrangement like technical collaboration etc.
- (c)** Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **ANNEXURE-III, attached below**, between them & their ultimate parent/holding company, along with the technical bid.

**Note to Clause No. 2.2 (A) & (B) above:**

In the situations mentioned in Clause No. 2.2 (A) & (B) above, the supporting company shall not be allowed to submit their separate/independent bid against this tender. In such case, all such bids shall be rejected. Also, all the bids having technical support from ~~the~~ same entity shall be rejected. Further, bidders shall submit following documents in addition to the others documents specified elsewhere:

- (i) Undertaking by the supporting company to provide additional Performance Security (as per format and instructions enclosed as **ANNEXURE-IV, attached below**), equivalent to 50% of the value of the Performance Security, which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.
- (ii) A certificate from the statutory Auditor of the bidding company/Certificate from a practicing Chartered Accountant, to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate

should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

Note: The above certificate should not be more than 30 days old as on the original bid closing date.

- (iii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the additional performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.
- (iv) Bidders quoting under the categories as mentioned under Clause nos. 2.2 (A) & (B) above in order to meet the commitment from the supporting company (Parent / Subsidiary Company / Sister-Subsidiary / Co-Subsidiary Company / Joint Venture Constituents, as applicable), supporting company should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per **ANNEXURE-V, attached below** in this respect to be submitted as part of technical bid.

### **2.3 BID FROM JOINT VENTURE COMPANY**

**(a)** In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 1956 or Companies Act, 2013 and any amendment thereunder. They should meet the technical qualification requirements as under:

**(i)** The JV on its own shall meet the experience criteria as per **BEC Clause No. 2.1.**

**OR**

**(ii)** Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per **BEC Clause No. 2.1 above.**

#### **NOTE to 2.3.**

- I. In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum **26%** shareholding in the JV during entire duration of the contract and extension, if any, thereof, failing which bid will be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.
- II. Experience of the JV or its member (as the case may be) relying

on the experience of its supporting company/subsidiary/co-subsidiary/ sister subsidiary /parent/ holding/affiliating/ associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.

III. The documents establishing experience of the JV or its member (as the case may be) shall be submitted as per **BEC Clause No. 2.1.**

IV. The documents showing the existing shareholdings of the JV Partners must be submitted.

**(b) CONSTITUTION OF JOINT VENTURE:** The members of the JV should not be more than three. If during evaluation of bid, a JV leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

**(c)** Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, **are required to submit their application submitted to SIA/RBI along with the bid** and copy of Govt. approval prior to the date of price bid opening. Confirmation to this effect and declaration on the same should be provided as part of their technical offer.

**(d)** Members of the JV are not allowed to quote separately/independently / or through any other arrangement like part of any other JV/Consortium or Subsidiary/ Parent company/ co subsidiary against this tender. All the bids received in such a case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

#### **2.4 BID FROM CONSORTIUM OF COMPANIES:**

In case the bidder is a Consortium of Companies provided the Leader of the Consortium complies to **Clause No. 1.2** above w.r.t. being incorporated/constituted in India and maintaining more than or equal to 20% local content for the offered services and complies to the following requirement by the consortium:

- (a) One of the members should be leader of the consortium as per MOU of the consortium.
- (b) The leader or any member of the consortium shall satisfy the minimum experience requirement as per **Clause No. 2.1** above.

- (c) The other members of the consortium should have commensurating work experience for the division of work.
- (d) The leader of the consortium must submit bid on behalf of consortium of bidders.
- (e) Consortium bids shall be submitted with a Memorandum of Understanding (MOU) among the consortium partners, which should be duly signed by the authorized executives of the consortium members and notarized. Such MOU/Agreement should be addressed to the Company, clearly stating that the MOU/Agreement is applicable to this Tender and shall be binding on them for the entire contract period, including extension, if any and also defect liability period. The MoU shall be extended if required as per the Company's advice. This MOU must accompany the technical bid which should clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract.
- (f) The leader of the consortium must confirm unconditional acceptance of full responsibility of executing the "Scope of Work" of this tender. This confirmation must be submitted along with the technical bid.
- (e) Only the leader of the consortium shall register against the tender in GeM portal and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decisions of the leader of consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
- (f) The **Bid Security** shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the **Performance Security** shall be in the name of the Leader on behalf of the Consortium.
- (g) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.

- (h) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.
- (i) The Leader of the Consortium shall be authorized to incur liabilities and receive instructions for and on behalf of the Consortium.
- (j) The leader of consortium shall take full responsibility for performance of the contract.
- (k) The Consortium Leader and the distribution of work will be identified and set forth in the bid and will not be permitted to change thereafter without the consent of the Company.
- (l) No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a Consortium Member.
- (i) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- (j) In case of consortium bids, the bid shall be signed by the leader of consortium. The power of attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid.
- (k) Documents/details submitted with the bid pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.
- (l) **Constitution of Consortium:** The members of the consortium should not be more than 03 (Three). If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, the bid of such a consortium shall be liable for rejection. Each member in a consortium shall be a legal entity and not an individual person.
- m) **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.
- n) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

- o) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.
- p) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas bidder/consortium partner, the MOU/Agreement need not be on a non-judicial stamp paper, however it should be notarized.

**2.5** As part of the technical bid, bidders are required to submit process methodology in details including PFD/P&ID, footprint area of the Plant etc. for processing of the drilling waste proposed to be adopted for the work. Additionally, the bidders are required to submit a list of equipment/ machinery to be used in Plant for processing of the Drilling Waste\* along with the technical bid.

Non-submission of the documents as sought above shall make the bid liable for rejection.

**2.6** The bidder shall submit an Undertaking in their official letter head as per format prescribed in **PROFORMA-XIX** along with the bid, stating that during mobilization, they will submit all regulatory permits from State Pollution Control Board/ Central Pollution Control Board/ any other appropriate regulatory authority to handle, transport, process and dispose the drilling waste generated during drilling & production testing operation as indicated in the scope of work.

**2.7** The Bidder shall provide the following documents along with bid, as applicable, for the concerned method of disposal to be adopted:

- I) For disposal at Co-processing industry
  - a) MOU/lease agreement with landowner for contractor's processing plant.
  - b) MOU with Co-processing industry
  - c) Consent to Operate (CTO)/Consolidated Consent & Authorization (CCA) certificate of Co-processing industry.
- II) For disposal at TSDF
  - a) MOU/lease agreement with landowner for contractor's processing plant.
  - b) TSDF membership certificate/ MoU with TSDF

- c) Consent to Operate (CTO)/Consolidated Consent & Authorization (CCA) certificate of TSDF.

**2.8** The bidders must confirm their compliance in the “technical bid” to complete the mobilization of equipment along with personnel within the mobilization period as mentioned in the Special Conditions of Contract (SCC) of the NIT from the date of issuance LOA by the Company. Offers without confirmation of stipulated mobilization time or with mobilization time more than the stipulated time shall not be accepted.

**3.0 FINANCIAL EVALUATION CRITERIA:**

**3.1** Annual Financial Turnover from operations of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **₹ 33,16,60,000.00 (Rupees Thirty-Three Crore Sixteen Lakh Sixty Thousand only).**

**3.2** Net worth of the bidder must be Positive for the preceding financial/accounting year.

Note:

i. Annual Financial Turnover of the bidder from operations shall mean: “Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year” as per the Companies Act, 2013 Section 2 (91).

ii. Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation."

**3.3** In case, the bidder is a **subsidiary company** (should be a wholly owned subsidiary of the parent/ultimate parent/ holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company and the following needs to be complied/submitted:

(i) The parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 3.1 & 3.2 above.

(ii) Corporate Guarantee (**as per ANNEXURE-VI, attached below**) on parent / ultimate parent / holding company’s (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them, and

(iii) A certificate from the statutory Auditor of the bidding company as well as of the parent/ ultimate/ holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

**Note:** The above certificate should not be more than 30 days old as on the original bid closing date.

**3.4** If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. 3.1 & 3.2) by itself, it can submit the bid based on the financial strength of its JV member having more than 50% stake in the JV Company, and the following needs to be complied/submitted:

**(i)** The JV member having more than 50% stake in the JV should meet the Financial Evaluation Criteria stipulated in Clause Nos. 3.1 & 3.2 above.

**(ii)** An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain more than 50% shareholding in the JV till execution of the contract is accomplished.

**(iii)** A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.

**Note:** The above certificate should not be more than 30 days old as on the original bid closing date.

**3.5** In case of Consortium of companies, any member of the Consortium must have an annual financial turnover from operations of minimum **₹ 33,16,60,000.00 (Rupees Thirty-Three Crore Sixteen Lakh Sixty Thousand only)** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date and other member(s) of the consortium shall have an annual financial turnover from operations of **minimum ₹ 16,58,30,000.00 (Rupees Sixteen Crore Fifty-Eight Lakh Thirty Thousand only)** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Borrowing support from parent/supporting company is not allowed to meet the financial criteria.

**Notes to BEC Clause 3.0 above:**

**a.** For proof of Annual Turnover from operation & Net worth, any one of the following documents/photocopies must be submitted along with the bid:

(i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-XIV**.

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

**b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-IX**.

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

**d.** In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.

**e.** In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate

(with Valid UDIN) is to be submitted by the bidder regarding converted figures in equivalent INR or USD. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

- f. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above in Para 3.1 & 3.2.

#### **4.0 COMMERCIAL EVALUATION CRITERIA:**

**4.1** The bids are to be submitted in Single Stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.**

**4.2** Bidders must fill the **'PRICE BIDDING FORMAT /FINANCIAL DOCUMENT'** and compute **all-inclusive (including GST) bid value**. This **all-inclusive (including GST) bid value** is to be entered against the **'OFFER PRICE'** field in the GeM portal. The duly filled **'PRICE BIDDING FORMAT/FINANCIAL DOCUMENT'** in electronic form must be submitted by the bidders through GeM Portal only along with the **Financial Bid**. Any Financial Bid without the duly filled Price Bid may be liable for rejection.

Note:

i) The breakup of the quoted / offered price, as per the prescribed Price Bid Format MUST NOT be uploaded with the technical bid; otherwise the bid shall be rejected straightway. Only the blank price bid format complying/confirming that you are quoting for all services under Price bid, may be submitted as a part of technical bid.

ii) Further, supplementing the quoted "OFFER PRICE" the price bid to be filled up and submitted accordingly i.e by matching their total price including GST to the **"OFFER PRICE"** mentioned in the GeM Portal.

**4.3** The quantities shown against each item in the BOQ shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed, as the case may be.

**4.4** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account

except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

**4.5 EMD/Bid Security:** Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of CGM- Contracts, OIL at Duliajan on or before **14:00 Hrs (IST)** on the original bid closing date. A scanned copy of the bid security shall however be uploaded along with the Technical Bid. The amount of Bid Security shall be as per the EMD/Bid Security amount mentioned in **“INTRODUCTION”** of the tender. Bid without proper & valid Bid Security will be rejected.

**Note:**

- a) For details of modes of submission of Bid Security please refer to **Instructions to Bidders (ITB)** clause no. 12.0 & 13.0 of the tender.
- b) In case bid security is deposited in the form of BG/FDR. the BG/FDR should be valid up to **24.09.2024**, also a duly filled undertaking in the prescribed format (enclosed as **PROFORMA-XI**) must be submitted along with the BG. In case BG is submitted in the form of irrevocable BG, bidders shall submit the BG as per the enclosed format for BG for Bid Security **PROFORMA-V** issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.
- c) Exemption from submission of bid security shall be governed by the relevant provisions of GeM GTC and Clause No. 13.0 of **Instructions to Bidders (ITB)**

**4.6** Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.

**4.7** Bids shall be typed or written in indelible ink.

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

**4.9** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

**4.10** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) EMD/Bid Security/Bid Bond

- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material /work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

**4.11** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

**4.12** Bid received with validity of offer less than **120 (One Hundred Twenty) days** from Bid Opening Date will be rejected.

**4.13** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**PROFORMA-XIII/Integrity Pact**” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

**4.14** Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. In this regard, bidders are required to submit in their official Letter Head along with their technical bid, the duly filled up **APPENDIX-1** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them, as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.

**4.15** Neither the Bidders nor any of any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. In this regard, bidders are required to submit. in their official Letter Head along

with their technical bid, the duly filled up **APPENDIX-2** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring them from carrying on business dealings with OIL, as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.

**5.0 PRICE EVALUATION CRITERIA:**

**5.1** Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

**5.2** It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.

**5.3** The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.

**5.4** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

**5.5** The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.

**5.6** In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made in accordance with GeM GTC.

**5.7** OIL will prefer to deal with registered bidder 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.

**5.8** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

**5.9** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

**5.10** If a bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

**6.0 GENERAL:**

**6.1** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

**6.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

**6.3** If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

**6.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

**6.5** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

**6.6** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

**6.7 DOCUMENT AUTHENTICITY UNDERTAKING:** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017 revised on 17.03.2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **PROFORMA-VIII**.

**7.0 PURCHASE PREFERENCE CLAUSE:**

**7.1 PURCHASE PREFERENCE TO MSE BIDDERS:** Purchase Preference to Micro and Small Enterprises is applicable for this tender.

7.2 Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience/JV bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister Subsidiary/Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister-Subsidiary/Co-Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is/are also an MSE(s). In case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e., JVC shall have to be MSE.

**Documentation required to be submitted by MSEs:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit **Udyam Registration Number with Udyam Registration Certificate** along with the technical bid for availing the benefits applicable to MSEs.

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

**7.3 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):**

Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly.

**8.0 AWARD OF CONTRACT:** The contract for hiring of the tendered services shall be awarded as below:

**Concurrent Application of Public Procurement Policy:** Single contract shall be awarded for the entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.

Note: The services required under the tender are not splittable.

**9.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

**10.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:** Subject to Order No. **F. 7/10/2021-PPD (1) dated 23.02.2023** (as amended from time to time), issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Please refer Clause No. 12.0 of **“INTRODUCTION”** for more details.

**11.0 CUSTOMS DUTY:**

In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (BCD Nil & IGST @12%) subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022- Customs dated 01.02.2022.

Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty

exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.

Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per **PROFORMA-XVIII** prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the **PROFORMA-XVIII** submitted by the bidder.

Note: The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.

**12.0 CHECKLIST FOR BEC-BRC:** Bidder must submit the duly filled Technical Evaluation checklist, commercial checklist, proformas and other relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit dully filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation. Enclosed as TECHNICAL EVALUATION SHEET (**PROFORMA-XX**) and COMMERCIAL CHECK-LIST (**PROFORMA-X**).

\*\*\*

**ANNEXURE-I**

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY/SISTER-SUBSIDIARY/CO-SUBSIDIARY/ MEMBER OF SAME NETWORK OR MEMBER OF SAME GLOBAL FIRM (As the case may be)**

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

This agreement made this \_\_\_ day of \_\_\_ month \_\_\_ year by and between M/s \_\_\_\_\_ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company) hereinafter referred to as "Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (Delete whichever not applicable)" of the other part:

**WHEREAS**

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

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

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

For and on behalf of

For and on behalf of

(Bidder)

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

M/s.  
Witness:  
1)  
2)

M/s.  
Witness:  
1)  
2)

**ANNEXURE-II**

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

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

**DEED OF GUARANTEE**

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number ..... for ..... on ..... M/s ..... (mention complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number ..... to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage. The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

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

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

1. The Guarantor (Parent Company/ **Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of ....., India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s \_\_\_\_\_  
Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Common seal of the Company: \_\_\_\_\_

<u>Witness 1:</u> 1. Signature _____ Full Name _____ Address _____	<u>Witness 2:</u> 1. Signature _____ Full Name _____ Address _____
---	---

**ANNEXURE-III**

**FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY** (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

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

WHEREAS

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

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

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

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

For and on behalf of (Bidder)	For and on behalf of (Sister Subsidiary/ subsidiary)	Co-	For and on behalf of (Ultimate Parent / Holding Company)
M/s. Witness	M/s. Witness		M/s. Witness
1)	1)		1)
2)	2)		2)

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

**ANNEXURE-IV**

**FORM OF PERFORMANCE BANK GUARANTEE BY SUPPORTING COMPANY**

**To**  
**M/s OIL INDIA LIMITED (OIL)**  
**CONTRACTS DEPARTMENT**  
**DULIAJAN, ASSAM, INDIA, PIN-786602**

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

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

AND WHEREAS we have agreed to give the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor / **ULTIMATE PARENT/SUPPORTING COMPANY** before presenting us with the demand.

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_.

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

- A. Issuing Bank:
  - BANK FAX NO:
  - BANK EMAIL ID:
  - BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

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

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
  - i) "MT 760/MT 760 COV" for issuance of bank guarantee.
  - ii) "MT 760/MT 767 COV" for amendment of bank guarantee.

**Note: The above message/intimation shall be sent through SFMS by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.**

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

**DECLARATION FORMAT**  
[On Bidder's Letter Head]

To,  
M/s OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA, PIN-786602

Dear Sir,

This has reference to your GeM Bid No.....Dated ..... 2023 on the subject **Hiring of Drilling Waste Management Services for collection, transportation & disposal of drilling waste from OIL's drilling locations through Co-processing/TSDf.**

We.....(Name of the Company) confirm that we will engage/deploy the services including the key personnel for a minimum duration of 50% of the contract period during execution of the contract of the Subsidiary/Parent /Sister Subsidiary/Co-subsidiary company experience (strike out whichever is not applicable) on whose strength we are meeting the tender's Technical requirement as per the tender qualifying criteria.

Signature

(Name & Designation of Authorized person)

**ANNEXURE-VI**

**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE  
TOWARDS FINANCIAL STANDING  
(Delete whichever not applicable)**

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

**DEED OF GUARANTEE**

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

WHEREAS

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

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a wholly owned subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR ..... (or equivalent USD ..... ) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.  
The Guarantor represents that:
  - (a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
  - (b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
  - (c) This Guarantee has been issued after due observance of the appropriate laws in force in India.
  - (d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
  - (e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

- (f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of  
(Bidder)

For and on behalf of  
(Parent/Ultimate Parent/Holding  
Company) (Delete whichever not  
applicable)

Witness:

1.

2.

Witness:

1.

2.

**REVISED SCOPE OF WORK (SOW)**

- 1.0 INTRODUCTION:** OIL INDIA LIMITED (OIL), a “Maharatna” Category, Government of India Enterprise, is a premier oil Company engaged in Exploration, Production and Transportation of crude oil & natural gas as well as production of LPG with its Field Headquarters at Duliajan, Assam. OIL has major share of its E&P activities in Assam & Arunachal Pradesh besides activities in rest of India and abroad.
- 1.1 NAME OF THE SERVICE:** Hiring of Drilling Waste Management Services for collection, transportation & disposal of drilling waste from OIL’s drilling locations through Co-processing/TSDF.
- 1.2 DEFINITION OF WORK:** Oil India Limited (OIL) intends to hire Drilling Waste Management Services for its Drilling locations during drilling, production testing, inter location movement or preparatory stage. The services are required for collection, transportation and disposal of drilling waste (drill cuttings, drilling mud (WBM), sludge) and to finally dispose at Co-processing facility/TSDF facility under the guidelines of MOEF&CC/ CPCB/SPCB or any other statutory body and as amended from time to time.
- 1.3 AREA OF OPERATION:** The area of operation as planned for this contract shall be in the states of Assam and Arunachal Pradesh of India.
- 2.0 BROAD SCOPE OF WORK:** Contractor's scope of work includes but not limited to:
- 1) Collection, transportation and disposal of Drill cuttings, Drilling mud (WBM) and Sludge from Company’s onshore drilling sites (from retainer pits, mud tanks etc) by utilizing Contractor’s own/hired resources such as truck, dumper, tanker, Vacuum pump, Super Vacuum, Excavator, JCB, Manpower, fuel and consumables required for lifting drilling waste.
  - 2) Bidder shall arrange land/site/facility at its own cost for processing required/store, prior to disposal at Co-processing facility/TSDF in accordance to guidelines specified by MoEF&CC/CPCB/SPCB or any other statutory body for Pre-processing & Co-processing as per Hazardous and Other Waste Management Rule-2016.
  - 3) Contractor to provide services for transfer of effluent to separate pits, collection & disposal of sludge from effluent pits at company's drilling sites, if required and as per advice of Company representative, necessary processing at contractor's facility and further dispose at Co-processing/TSDF facility.
  - 4) Post transfer of Waste material to contractor’s site, required resources to pre-process the Waste material to facilitate transportation, safe movement and disposal will be under Contractor’s Scope.

Contractor may carry out de-watering of the solid material at company location itself for live drilling wells subject to availability of space to accommodate the equipment but without any additional charge.

**REVISED SOW**

- 5) Testing of Drilling Waste shall be under contractor's scope. Contractor shall pick up and analyse the drill cuttings/mud/sludge generated during drilling and stored at Contractor's waste pits through an NABL accredited laboratory (approved by MoEF&CC) and as per the analysis the Drilling waste will be categorized as hazardous or non-hazardous characteristic in nature as per Schedule-I, II, III of Hazardous Waste Rules, 2016. For disposal of drill cuttings identified as hazardous or non-hazardous, Contractor shall comply with all conditions of "Guidelines for Disposal of Solid waste, Drill cuttings, Drill fluids for offshore and onshore drilling operations" notified by MoEF&CC dated 30/08/2005 (GSR 546 (e)). Considering "Precautionary Principle" or else shall follow Construction & Demolition Waste Management Rules 2016, Solid Waste Management Rule 2016, as applicable. However, OIL also may analyse the drill cuttings generated during drilling through an NABL accredited laboratory (approved by MoEF&CC).
- 6) Dedicated laboratory to be finalized by bidder and share all the certification and capabilities that can prove the laboratory have capability to test Schedule 02 as per Waste Management Rules 2016.

Documents to be submitted –

- i) Accreditation from NABL.
- ii) Any document which confirms that the laboratory have the capability to test the parameters as per Schedule 02.

OR

A declaration from the Laboratory.

- 7) It must be in strict compliance that all Hazardous waste has to be disposed at Co-processing facility/TSDF.
- 8) Contractor may dispose Non Hazardous waste at Co-processing facility/ TSDF considering smooth operation and on time disposal. Also, Contractor may utilize non-hazardous waste for Bricks making.
- 9) After obtaining the analysis report, it will be contractor's responsibility to share the disposal method with OIL and take necessary approval before moving the waste for further disposal at Co-processing facility/ TSDF/for Bricks making.
- 10) For disposal of material identified as hazardous in nature to the Co-processing facility/TSDF, authorization of contractor from pollution control board has to be submitted to OIL at the time of mobilization.
- 11) Collection, Transportation & Disposal of the hazardous waste shall be carried out by the contractor following Manifest System as specified in The Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016. Copies of the manifest shall be retained/distributed/authenticated as per the said provisions.

- 12) Required MOU/CTO/CCA for Co-processing/TSDF facility has to be submitted by the bidder, which proves that end disposal facility will accept the waste for Co-processing/disposal, generated from OIL's drilling sites with validity and permitted quantity.

Contractor may be allowed to change the Co-processing /TSDF agency during the course of the contract. This is subject to the contractor submission of all the necessary documents to the company for approval prior to changing the co-processing/ TSDF which are found to be satisfactory by Company.

- 13) Bricks making for non-hazardous waste, if adopted, should be used in combination with drilling waste disposal through either Co-processing or TSDF. Following documents are to be provided in case of adopting the Bricks making method prior to start of operation for approval:

- MOU/lease agreement with landowner for contractor's processing plant.
- Contractor to provide an undertaking stating that in case of adopting brick-making method, contractor shall submit CTE/CTO/CCA.
- Any other applicable permit
- SOP for the method

- 14) It will be Contractor's responsibility to develop Bricks making facility considering proper surface, secondary contamination, necessary storage, required machineries, electricity provision, washing area, Sludge bed, Security availability, Boundary etc for safe management/operations.

- 15) Final sell out of generated bricks will be under Contractor's scope and necessary evidence to be shared with OIL.

- 16) For any change in disposal method or any other process, it will be Contractor's responsibility to take prior written approval from OIL.

- 17) It will be contractor's scope to transport the waste from Company's drill site to Contractor's treatment facility for further processing as per guidelines of SPCB/CPCB/MOEF&CC or any other statutory body. The bidder shall have all regulatory/statutory permits from SPCB/CPCB / MOEF&CC/any other appropriate authority to transport, process, handle and dispose the drill waste generated during Drilling & Production Testing operation.

- 18) The contractor shall deploy an experienced Project Co-ordinator to coordinate logistics, collection and transportation of waste materials to the contractor's storage and treatment facility and further transportation to Co-processing industry/TSDF/Bricks making site. The Project Co-ordinator is required to closely coordinate / liaise with OIL towards collection and waste materials movement.

**REVISED SOW**

- 19) Waste carrier truck/dumper/tanker etc. has to be weighed prior and post loading from certified/authorized Weigh Bridge facility and submit proper documentation on regular basis.

Contractor to submit:

- Weighing record prior to and post loading from Weigh Bridge facility
- certification/authorization of Weigh Bridge facility from Govt agency.

- 20) The contractor is required to deploy all necessary equipment in connection with waste handling including but not limited to Transfer Pumps, Hoses, Loaders, JCB, Excavators, Vacuum pump, Super Vacuum etc. for waste transfer from retainer pits/mud tanks/effluent pits at company's drilling site to tankers / trucks/dumpers etc.
- 21) Contractor shall collect drilling waste from multiple locations/rigs simultaneously irrespective of operations and service shall be available for 24x7 basis. Accordingly, contractor shall make provision of resources considering round the clock operation for 365 days.
- 22) Obtaining work permits, movement permits, licenses, gate passes etc. will be under contractor's scope.
- 23) The contractor shall deploy manpower with proper Personal Protective Equipment like helmet/ Overall/ safety shoe / gum boot /safety google/hand glove / mask for carrying out the jobs at OIL's drilling sites as deemed necessary.
- 24) Spill kits should be available at all dedicated vehicles and resources engaged in waste management activity.
- 25) Responsibility of resolving all the Local issues pertaining to Contractor's operation from collection of waste material from OIL's Drilling sites to disposal at treatment plant/Co-processing industry/TSD/ Bricks making facility shall be under Contractor's scope.
- 26) If any work gets hampered due to local issues, resource unavailability, man power unavailability or any other reason attributable to Contractor, penalty as per OIL's terms and conditions will be applicable to Contractor's account.
- 27) Necessary supporting documents for each consignment, end disposal proof, weighing proof, resources details and relevant compliance requirements has to be fulfilled on time and documents has to be submitted to OIL regularly.
- 28) Contractor has to maintain daily log of activity with proper quantity of material received /processed /delivered with timing and would provide a copy to OIL regularly.

- 29) Monthly tracking sheet of receipt of waste at co-processing facility/TSDF has to be submitted to OIL duly certified from end disposal facility.
- 30) Contractor's dedicated treatment plant should have capacity for collection and treatment of the waste as per shared drilling waste generation plan.
- 31) Routine visit and audit for OIL team has to be arranged by Contractor with no additional cost to OIL. All the formality as per guideline has to be followed at Co-processing/TSDF/Bricks making facility where the bidder has planned to dispose the waste.
- 32) Bidder should consider the drilling site locations will be in and around 150 km radius from OIL head quarter at Duliajan.
- 33) Contractor shall be responsible for maintenance of their equipment/vehicle and to maintain adequate stock of spares/consumable including lubricants, fuel etc. and accessories to manage their operation in remote locations.
- 34) Contractor shall obtain all statutory permissions from all concerned State & Central authorities to carry out the work of Collection, Transportation & Disposal of waste from OIL drill sites to the designated disposal place as per SPCB /CPCB guidelines. These statutory permissions required may or may not be listed in the tender document. The contractor shall have to ascertain and inform OIL about the required documentation in this regard, if any, in advance. The contractor is liable to complete the documentation as per the applicable statutory requirements without any deviation. Wherever required, the contractor shall inform concerned state authority timely and in the prescribed format applicable about start/taking-up these works at site. A copy of all such communications shall be marked to EIC (Engineer-In-Charge) of OIL. Timely completion and submission of all types of statutory documentation relevant to these works to the concerned authorities shall be Contractor's responsibility.
- 35) CONTRACTOR shall ensure that the work is completed without causing pollution/seepage/spillage of waste to nearby areas. All the drilling waste collected from OIL's drilling locations should be disposed off at the Co-processing/TSDF from the pre-processing facility as soon as contract period expires.
- 36) CONTRACTOR shall ensure that the Drilling waste transported from designated locations, waste at the treatment facility is stored in suitable tanks/concrete pits/pits covered with HDPE lining with proper concrete boundary to avoid seepage/spillage of drilling waste or contaminated water.
- 37) In case of transportation of Drilling Waste, the responsibility of safe transportation shall be of the Contractor. This responsibility shall be clearly indicated in the manifest.

- 38) Subsequent to award of LOA, Contractor shall supply the list of vehicles that he shall engage for the works along with all permits allocated by respective responsible / authorised government agencies pertaining to the subject contract for waste transportation for OIL's approval prior to deployment. If the vehicle proposed to be deployed is not registered in the name of the contractor, copy of agreement and consent of owner for utilizing the vehicle for the work covered in this contract shall have to be submitted before deployment of such vehicles at site. Contractor shall ensure that the materials/waste are transported in authorized vehicles strictly within the permissible capacity of the vehicles.
- 39) The effluent from processed sludge is to be stored in concrete pit/pit lined with HDPE sheet of required thickness to meet the SPCB/CPCB/MoEF&CC requirement. The solid waste from processed sludge is to be suitably disposed as per plan.
- 40) Final disposal of effluent water from the pre-processing facility shall be the responsibility of Contractor.
- 41) Round the clock security arrangement of treatment facility, machinery and crew shall be under Contractor's scope.
- 42) Contractor to follow all safety/environmental related requirements, fire and work permit rules of OIL.
- 43) **RELEVANT INFORMATION:**
- All drilling locations will be in and around 150 km radius from OIL head quarter at Duliajan, Assam.
  - Location distance will be considered from OIL head quarter at Duliajan irrespective of bidders treatment facility.
  - No. of Drilling Rigs in continuous operation : 18-20 (may vary depending on operations considering Inter Location Movements).
  - Approximate Volume of Drill Cuttings/Sludge/mud generated = 76,000 MT per annum. Accordingly, bidder should make resources provision for continuous operation.
  - Mobilization Period: 90 days from date of issue of LOA
  - Average well depth: 1500 m to 5500 m
  - Average well plan: 65 wells per annum (approximately)

**3.0 PERSONNEL TO BE DEPLOYED:**

The Drilling Waste Management Service provider shall confirm to provide qualified and experienced personnel under the following categories for smooth running of the operations:

1. Project Coordinator ( 01 no.): Graduate Engineer/ Diploma Engineer/Science

or Commerce graduate from a Govt. recognized university.

- i) Should have overall experience of at least 01 years for Graduate Engineer, 02 years for Diploma Engineer/Science or commerce graduate in managing Drilling Waste management/Environment management in Drilling locations/Contractor's treatment facilities/sites.
- ii) Should be conversant with Mines Act, 1952 & EPA, 1986 and all rules, regulations, technical circulars under these acts.

2. Supervisor (minimum 02 no.): Diploma Engineer/Graduate in any discipline from a Govt. recognized university/(10+2) in Science discipline or equivalent.

- i) Should have overall experience of at least 01 year for Diploma Engineer/ Graduate in any discipline, 02 years for (10+2) in Science discipline or equivalent in supervising Drilling Waste management/Environment management in Drilling locations/Contractor's treatment facilities/sites.
- ii) Should be conversant with Mines Act, 1952 & EPA, 1986 and all rules, regulations, technical circulars under these acts.

### **3.1 JOB SPECIFICATION AND JOB RESPONSIBILITY:**

#### **1. PROJECT COORDINATOR**

i) CATEGORY: Competent official as described in regulation (21), i.e. Appointment of officials and competent persons, OMR, 2017.

ii) JOB SPECIFICATION

The Project Coordinator shall be responsible for deliver the commitment as per the contract and execution of Drilling Waste Management Service with OIL.

iii) JOB RESPONSIBILITY

- a) He shall be answerable to Mines Manager or Deputy Mines Manager/ Installation Manager as directed by Mines Manager to represent on his behalf.
- b) He is the overall administrative and statutory in charge of the Drilling Waste Management Service contract.
- c) To report twice in a week along with the reports and get it signed by OIL.
- d) Ensure equipment and materials meet the contractual requirement.
- e) Ensure an adequate inventory of equipment and materials is maintained to carry out the work without interruption.
- f) He shall be responsible for replacement of Contractor's personnel due to leave/sickness and shall arrange suitable replacement.

**REVISED SOW**

- g) He shall ensure the observance of the provisions of the Act (Mines Act, 1952 and EPA, 1986) and rules, regulations, directives, recommendations and orders made thereunder or any amendments of aforesaid acts.
- h) He shall be responsible for issuance of PPE to contractor personnel and not allow any body at well site to work without proper PPE.
- i) He shall see the compliance of Occupational Health measures as per the statutes.
- j) He is responsible to maintain all documents and records and liaison in charge during any visits/inspection by OIL or any external personnel.

**2. SUPERVISOR:**

- i) CATEGORY: Competent official as described in regulation (21), i.e. Appointment of officials and competent persons, OMR, 2017.
- ii) JOB SPECIFICATION: The Supervisor is the location supervisor of the Drilling Waste Management service for the contractor and responsible for the supervision and implementation of the services committed under the contract and to ensure that all operations are conducted in a safe and efficient manner, within the requirements of Company policy and statute of India. His job is largely technical, including ensuring sufficient equipment and skilled personnel to continue efficient operations.
- iii) JOB RESPONSIBILITY
  - a) He is responsible to ensure proper and safe collection & transportation of drilling waste from designated locations as per the contract.
  - b) Ensure adequate equipment and personnel are available at designated site to carry out the work .
  - c) He shall be responsible for use of PPE by contractor personnel and not allow any body at well site to work without proper PPE.

All the other (apart from the above-mentioned personnel) supervising/ operating/ maintenance personnel employed by the Contractor during the execution of the contract should have at least one (1) year experience in similar work.

- Here, Similar Work means Drilling Waste management/Environment management in Drilling locations/Contractor's treatment facilities/sites.

\*\*\*\*\***End of SoW**\*\*\*\*\*

**REVISED 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 30 (thirty) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) and must be in the form of a Bank Draft / Cashier's Cheque / Banker's Cheque\* / NEFT / RTGS / Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

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 OIL's Banning Policy revised dated 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:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
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 revised dated 17.03.2023 available in OIL's website: 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 STC, 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).**

**PART-I:**

<b>Definitions</b>	<p><i>[Additional definition not covered in the GCC]</i></p> <p>In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>a) The "<b>Contract</b>" 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.</li> <li>b) The "<b>Contract Price</b>" means the price payable to contractor under the contract for the full and proper performances of its contractual obligations.</li> <li>c) "<b>The work</b>" means each and every activity required for the successful performance of the services described in Scope of work of the tender document as set out hereof.</li> <li>d) "<b>Company</b>" means Oil India Limited (OIL) and its executors, successors, administrators and assignees.</li> <li>e) "<b>Contractor</b>" means the individual or firm or body incorporated performing the work under the contract.</li> <li>f) "<b>Site</b>" 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.</li> <li>g) "<b>Client</b>" means to whom the service is rendered against a written agreement like Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s).</li> <li>h) "<b>Contractor's Representative</b>" 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.</li> <li>i) "<b>Petty Services</b>" are the contracts/services allowed under the main contract for sub-contracting/outsourcing, eg hiring of vehicles as a part of the contract, fooding &amp; lodging and security for contractor's own personnel etc.</li> <li>j) "<b>Day</b>" means a calendar day of twenty-four consecutive hours beginning at 06.00 hrs and ending at 06.00 hrs on</li> </ul>
--------------------	--

	<p>the next day.</p> <p>k) <b>"Approval"</b> means no objection against the deployment under the contract.</p> <p>l) <b>"Facility"</b> 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.</p> <p>m) <b>"Company's Base"</b> means Duliajan or subsequently changed place from where the operation will be controlled.</p> <p>n) <b>"Certificate of completion"</b> 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.</p> <p>o) <b>"Mobilization"</b> means the deployment of specified equipment &amp; personnel as per Company's requirement under this contract for commencement of operations.</p> <p>p) <b>"Base camp"</b> 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.</p> <p>q) <b>"OMR"</b> is Oil Mines Regulations.</p> <p>r) <b>"MVT"</b> is Mines Vocational Training.</p> <p>s) <b>"NABL"</b> is National Accreditation Board for Testing and Calibration Laboratories.</p> <p>t) <b>"ILM"</b> is Inter-Location Movement.</p> <p>u) <b>"TSDF"</b> means Treatment, Storage &amp; Disposal Facility.</p> <p>v) <b>"WBM"</b> - Water based Mud.</p> <p>w) <b>"OEM"</b> - Original Equipment Manufacturer.</p> <p>x) <b>"OIL"</b> - Oil India Limited.</p> <p>y) <b>"LTI"</b> - Loss Time Injury.</p> <p>z) <b>"MoEF&amp;CC"</b> – Ministry of Environment, Forest &amp; Climate Change.</p> <p>aa) <b>"CPCB"</b> – Central Pollution Control Board.</p>
--	--

	<p>bb) <b>“SPCB”</b> – State Pollution Control Board.</p> <p>cc) <b>“PFD”</b> – Process Flow Diagram.</p> <p>dd) <b>“P&amp;ID”</b> - Piping and Instrumentation Diagram.</p> <p>ee) <b>“PSU”</b> – Public Sector Undertaking.</p> <p>ff) <b>“EIC”</b> – Engineer in Charge.</p>
<p><b>Mobilization</b></p>	<p>i) <u>MOBILISATION TIME</u>: Contractor shall have to mobilize their equipment and personnel to Contractor’s treatment facility/site within <b>90 (Ninety) days</b> from the date of issue of LOA.</p> <p><b>Note:</b></p> <p>a) For mobilization, the succeeding day of issuance of LOA shall be counted as day 1(one) for the purpose of calculation of mobilization period.</p> <p>b) Once the Contractor’s equipments are ready to commence services and have reached the Contractor’s treatment facility/site, Contractor shall issue a Notice of Readiness for Inspection to the Company.</p> <p>c) Company shall inspect the Contractor’s equipment within 3(three) working days from receipt of the Contractor’s Notice regarding Readiness for Inspection, and confirm completion of mobilization. Company Representatives inspecting the Contractor’s Equipment shall notify the Contractor of any deficiency in the equipment and manpower, and only on removal of such deficiency, mobilization shall be deemed complete.</p> <p>ii) <u>EFFECTIVE DATE</u>: The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.</p> <p>iii) <u>COMMENCEMENT DATE OF THE OPERATION</u>: The date on which the Contractor completes mobilisation of his equipment and personnel in all respects confirmed by Company representative shall be treated as date of Commencement of Operation.</p>
<p><b>Interim-Mobilization /Interim De-mobilization</b></p>	<p>Not Applicable.</p>
<p><b>Duration of contract</b></p>	<p>The duration of contract shall be for a period of <b>01 (one) year and 90 (Ninety) days</b> (inclusive of mobilization period) from the date of issue of LOA. Accordingly, the scheduled contract end date shall remain firm even in case of delayed mobilization. In case</p>

	<p>mobilization is completed before the scheduled mobilization completion date, the duration of contract shall be considered for <b>01 (one) year</b> from the date of completion of actual mobilization.</p> <p><b>Note:</b> The Contract shall have a provision of extension for another <b>06 (six) months</b> at the mutually agreed rates, terms and condition, but limited to original contract rates at the discretion of OIL.</p>
<b>Inspection</b>	<p>Inspection will be carried out jointly by OIL team and the contractor after completion of the mobilization and OIL will certify the completion.</p>
<b>Performance Security</b>	<p>5% of total Contract value.</p> <p>Validity of the performance security / contract performance guarantee shall be valid for 03 (three) months beyond the contract period.</p>
<b>Terms of Payment</b>	<p>On account payment may be made, not often than monthly, up to the amount of <b>100%</b> of the value of work done. Final payment shall be made 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 Engineer before the final payment is made.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. Payment for the first monthly invoice will be made as per submitted invoice.</li> <li>2. Payment from second monthly invoice onwards will be made based on submission of documentary evidence of actual disposal of Drilling waste in Co-processing industry/TSDf. The documentary evidence should have signature of concerned person of Co-processing industry/TSDf.</li> <li>3. The documentary evidence for the amount of Drilling waste disposed in Co-processing industry/TSDf till a particular month should be minimum of 50% of the Drilling Waste collected till the previous month. Weighing proof to be submitted as part of documentary evidence.</li> </ol> <p>Certified receipt copy with weighing record of Drilling waste by a competent /authorized person from the industry where disposed, log record maintained in the industry where disposed to be submitted.</p> <p>For any mismatch/ discrepancy in the amount of Drilling waste disposed in Co-processing industry/ TSDf, proper justification for the same should be produced.</p> <ol style="list-style-type: none"> <li>4. For Brick making, documentary evidence regarding percentage by volume of Drilling waste utilized for brick making, quantity of bricks manufactured, weight of brick per unit, final sell out of manufactured bricks to be submitted.</li> </ol>
<b>Submission of Invoice</b>	<p>Monthly basis.</p>

<b>Agent Commission</b>	Not Applicable.
<b>De-Mobilization</b>	On receipt of demobilisation notice from Company (OIL) after completion of the Contract or termination of the contract due to any other reasons, Contractor shall have to demobilise his equipment & personnel without delay.
<b>Association of company's Personnel</b>	Deputy Mines Manager/Installation Manager/ Company Representative from Drilling Services shall liaise with the Contractor, monitor the work progress. 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 the works at reasonable intervals and instruct necessary tests to be carried out. The Company's representative shall have the right to scrutiny of the 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.

<b>Liquidated Damage</b>	<p align="center"><b>LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION:</b></p> <p>i) Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum of 7.5% of contract value. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Operation.</p> <p>ii) If the Contractor fails to mobilise within <b>15 weeks</b> after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.</p> <p>iii) 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.</p>
<b>Provision of Personnel facilities</b>	<p>Accommodations:</p> <p>The base camp for contractor personnel in Assam &amp; 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 &amp; regulation will be contractor's sole responsibility.</p>

<p><b>Insurance</b></p>	<p><b>INSURANCE:</b> Along with the provisions as mentioned under GCC (Section-I of the STC) <b>as applicable under this contract</b>, the contractor has to comply the followings.</p> <p>(i) The Contractor shall extend all the benefits as applicable, under the Employees’ State Insurance Act, 1948 and its Rules, to all labourers engaged by him under the Contract.</p> <p>(ii) The Contractor shall take suitable group personal accident insurance (under Employees’ Compensation Act,1923) cover for taking care of injury, damage or any other risks in respect of his labourers who are not covered under Employees State Insurance Act, 1948.</p> <p>(iii) <b>Accident or Injury to workmen:</b> The Company shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor.</p> <p>(iv) The Contractor at his own expense should arrange, secure and maintain a Commercial General Liability Insurance as mentioned under GCC Clause No. 14.16 (ii). The policy should cover for the loss / disablement of human life (person not belonging to the contractor) and also to cover the risk of damage to other materials / equipment / properties during execution of work. General Public Liability risk shall be maximum of Rs. 10 (Ten) lakhs to death.</p> <p>(v) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools &amp; tackles and all other temporary attachments brought by him at site to execute the work.</p> <p><b>Any other insurance required under law or regulations:</b> Contractor shall also carry and maintain any and all other insurance(s) which he / she may be required under any law or regulation from time to time without any extra cost to the Company. He shall also carry and maintain any other insurance which may be required by the Company.</p> <p><b>The following insurance provisions under General Conditions of Contract stand amended as mentioned hereunder for the particular services under this tender/contract:</b></p> <ul style="list-style-type: none"> <li>• <b>GCC Clause No. 14.6:</b> Contractor shall also inform the Company at least 30 days in advance regarding the expiry cancellation and/or changes in any of such documents &amp; ensure revalidation/renewal, etc., as may be necessary well in time.</li> </ul>
-------------------------	---

	<ul style="list-style-type: none"> <li>• <b>GCC Clause No. 14.9:</b> Additional Assured: “Oil India Limited” is to be included as Additional Assured in the Insurance Policies (except in case of Workmen’s Compensation/Employer’s Liability insurance).</li> <li>• <b>GCC Clause No. 14.10:</b> Waiver of subrogation: Except for the workmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the contractor as their Corporate policy/rules, where OIL is neither required to be present as principal Assured or additional Assured, 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:   <p>“The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees to the extent of the indemnities undertaken by the Contractor under this contract”.</p> </li> <li>• GCC Clause No. 14.12 Not Applicable against the tender.</li> <li>• GCC Clause No. 14.13 Not Applicable against the tender.</li> <li>• <b><u>Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):</u></b> 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.   <p>These will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.</p> </li> </ul>
<p><b>Warranty and of non-remedy defects/ performance</b></p>	<p>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/ non performance 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.</p>
<p><b>Miscellaneous</b></p>	<p><b>1.0 GENERAL OBLIGATIONS OF COMPANY:</b> Company shall, in accordance with and subject to the terms and</p>

<p><b>Provisions:</b></p>	<p>conditions of this contract:</p> <ul style="list-style-type: none"><li>i) Pay Contractor in accordance with terms and conditions of the contract.</li><li>ii) Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.</li><li>iii) Perform all other obligations required of Company by the terms of the contract.</li><li>iv) Security arrangement at well site shall be Company's responsibility.</li></ul> <p><b>2.0 COMPLETION CERTIFICATE:</b></p> <ul style="list-style-type: none"><li>i) A successful completion certificate will be issued by OIL on completion of contract. The certificate will carry the following information:</li><li>ii) Gross value of job done</li><li>iii) Nature of job done and Work Order No./Contract No.</li><li>iv) Contract period and date of completion</li><li>v) Name of services under the contract with brief description indicating the services rendered.</li></ul> <p><b>3.0 WORK CULTURE:</b> 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.</p> <p><b>4.0 APPROVAL OF MANPOWER:</b> Contractor shall have to obtain prior approval from the Company before deployment of personnel. Applications seeking approval shall have to be submitted by the contractor at least 15 days ahead of proposed date of deployment. All applications shall be submitted to HOD of Drilling Services Department. Contractor shall not deploy manpower in the mine without formal approval/No Objection Comment from OIL.</p> <p>The following documents shall have to be submitted along with the letter seeking approval.</p> <ul style="list-style-type: none"><li>i) Bio-data of the candidate with photograph.</li><li>ii) Photocopy of relevant pass certificates and other proficiency certificate as required under Scope of work</li></ul>
---------------------------	--

	<p>(original to be produced on demand).</p> <p>iii) Copy of experience certificates (original to be produced on demand).</p> <p>iv) Undertaking from Contractor's personnel as per <b>ANNEXURE-II</b> for not claiming employment or any service benefit available to Company's employee as per format given.</p> <p>v) When term or period of the contract expires, the approval of personnel will also get expired or terminated.</p> <p>vi) 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.</p> <p>vii) 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.</p> <p>viii) 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.</p> <p>ix) It will be the responsibility of the Contractor to obtain restricted area permit/entry permit/Inner line permit for Contractor's personnel (the Company will assist to the extent possible) for entering into NE states of India.</p> <p>x) 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.</p> <p>xi) All 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.</p> <p>xii) Company reserves the right to instruct Contractor for removal of any Contractor's personnel for:</p>
--	--

	<ul style="list-style-type: none"><li>(a) Misbehaviour, indiscipline and for misdemeanour And/Or,</li><li>(b) For technical incompetence and for not rendering the services faithfully And/Or,</li><li>(c) For indulging in canvassing against Company in press/other media And/Or,</li><li>(d) For leaking information about Company operations to outside parties.</li></ul> <p>xiii) 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.</p> <p>xiv) 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. However, the Penalty Clause as brief below shall be applicable thereafter.</p> <p>xv) The Contractor shall 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 except any emergency.</p> <p>xvi) Contractor shall provide own identity cards for their personnel engaged under the contract and also shall possess 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.</p> <p>xvii) In the event of the rig or its components, ancillaries, equipment etc. supplied / owned by the Company 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.</p> <p>xviii) If the Contractor fails to provide manpower as per the 'Scope of Work' of the contract, the Company reserves the right not to pay for the affected day(s). Moreover, the Contractor shall be liable to pay penalty for the same number of non-working hours/days as per</p>
--	---

	<p>deficiency clause &amp; sub clauses.</p> <p>xix) No personnel below 18 years of age shall be engaged by the Contractor.</p>
<b>Subcontracting</b>	<p><b>1.0</b> Except for the main services under this contract, the contractor may subcontract the following Petty Support Services subject to Company's (i.e., OIL INDIA LIMITED) prior approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract:</p> <p>(i) Hiring of Transport/Logistics Services for movement of materials &amp; personnel.</p> <p>(ii) Hiring of Manpower services for Security, Catering, Cleaning and other jobs of manual nature.</p> <p><b>2.0</b> The Contractor and their sub-Contractor must comply with all applicable regulation/standards/codes as per requirement of various statutory agencies, but not limited to:</p> <ul style="list-style-type: none"> <li>• Equipment and materials in accordance with Director General of Mines Safety, India.</li> <li>• DGMS, Oil Mines Regulations, 1984 and relevant OISD standards.</li> <li>• Assam Pollution Control Board (APCB) /Central Pollution Control Board (CPCB)/MoEF&amp;CC.</li> </ul> <p><b>3.0</b> It is the responsibility of the Contractor to take approval/ authorization required for the processing methodology/ equipment from Pollution Control Board (SPCB/CPCB).</p>
<b>Terms related to submission of Invoice</b>	<p><i>All Invoices are to be sent to the following address:</i></p> <p>HOD of Drilling Services department          Drilling Department          Oil India Limited,          P.O. Duliajan-786602</p>
<b>Force Majeure Rate</b>	In case of Force Majeure, no Force Majeure Rates shall be paid.
<b>Limitation of Liability (%)</b>	<b>As per GCC.</b>
<b>Statutory variation/ Newly enacted Law: Minimum Wages increment in SCC as the case may</b>	<b>As per GCC.</b>

<p><b>be</b></p>	
<p><b>Abnormally High Unit Rates/Abnormally Low Unit Rates (AHR/ALR Items)</b></p>	<p>Against tender for item-rate contracts where the quoted rate is above (+)/below (-) 50% (Fifty Percent) of Company's estimated rate, such items quoted by the successful bidder shall be considered as Abnormally High Rate/Abnormally Low Rate (AHR/ALR) items. Company reserves the right to negotiate rates of all such AHR items, in addition to any other items of the tender as may be considered appropriate, before award of contract. Also, the successful bidder shall provide the analysis of rates quoted for AHR/ALR items to justify the reasonability, if requested by Company. Bidder shall confirm acceptance to the reduced item rates agreed during negotiation and payment shall be based on the agreed rates.</p> <p>The Contractor shall obtain prior permission from Company's Engineer in- charge/Project Manager (Company's designated officer for job supervision during execution) before executing any quantity in excess, in case the quantities against such AHR items exceed the specified quantities provisioned in the Scheduled of Rate (SOR)/Bill of Quantity (BOQ).</p> <p>Payment of AHR items in excess of quantities stipulated in SOR/BOQ shall be made at the least/lowest of the following rates:</p> <p>(a) Rates as per SOR (quoted/agreed by the contractor)</p> <p>(b) Rate of the item which shall be derived as follows:</p> <p>(1) Based on rates of machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).</p> <p>(ii) In case above rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, materials and labour plus 15% (max) to cover contractor's supervision, profit, overhead &amp; other expenses.</p>

**PART-II: 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.

Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.

2. "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.

3. 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.

4. Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.

5. 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.

The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

6. 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.

The bids will be evaluated based on total price including GST.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
20. 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.
21. 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.
22. 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.
23. 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.
24. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
25. 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.
26. 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.
27. 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.
28. 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.

29. 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.

30. **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.

31. In case the GST rating of Contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder 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 Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

**PART-III: Additional Terms and Conditions**

<b>Details of the Service</b>	Hiring of Drilling Waste Management Services for collection, transportation & disposal of drilling waste from OIL's drilling locations through Co-processing/TSDF.
<b>Area of Operation</b>	Collection of drilling waste shall be done from well sites in Assam & Arunachal Pradesh fields.
<b>HSE Policy</b>	<p>Contractor shall abide by the following HSE Points:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet etc has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.</li> <li>3. The Contractor shall prepare written Safe Operating</li> </ol>

	<p>Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries &amp; material from the mining operation/operations to be done by the contractor and how it is to be managed.</p> <ol style="list-style-type: none"><li>4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.</li><li>5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.</li><li>6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice inline.</li><li>7. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons undergone IME and type of medical coverage given to the work persons.</li><li>8. The return shall be submitted quarterly (by 10th of April, July, October &amp; January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.</li><li>9. 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.</li><li>10. Any compensation arising out of the job carried out by the Contractor whether related to pollution (attributable to the Contractor), Safety or Health will be paid by the contractor only.</li><li>11. The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.</li></ol>
--	---

	<p>12. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.</p> <p>13. If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.</p> <p>14. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement &amp; proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.</p> <p>15. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.</p> <p>16. In case Contractor is found non-compliant of HSE laws as required, company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized as per prevailing relevant Acts/Rules/Regulations.</p> <p>17. 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 will have the right to direct the contractor to cease work until the non-compliance is corrected.</p> <p>18. For any HSE matters not specified in the contract document, the contractor will abide by the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.</p>
<p><b>Hindrance Register</b></p>	<p>The Contractor shall have to maintain a hindrance register as per the format prescribed in <b>Annexure-I to SCC</b>.</p>
<p><b>Penalty</b></p>	<p><b>SCHEDULE OF PENALTY</b></p> <p><b>1. COMPETENT PERSONNEL:</b> Provision of adequate manpower of required skill for carrying out all services in accordance with accepted terms and conditions is very much essential. In case of absence of following personnel as set out in scope of work, penalty shall be levied to contractor at the following rates:</p>

<b>Sl. No.</b>	<b>Deficiency of Personnel</b>	<b>Penalty</b>
1	Project Coordinator	20 percent of the quoted unit rate of collection, transportation and disposal of ETP centrifuse sludge shall be deducted for each days non-availability.
2	Supervisor	15 percent of the quoted unit rate of collection, transportation and disposal of ETP centrifuse sludge shall be deducted for each days non-availability for each person.

**2. Deficiency in Services:** In case of Contractor's failure to continue services as set out in scope of work due to local issues, resource unavailability, manpower unavailability or any other reason attributable to Contractor, penalty shall be levied to contractor at the following rates:

<b>Sl. No.</b>	<b>Deficiency in Services</b>	<b>Penalty</b>
1	Collection, Transportation and Disposal of Drill Cuttings/ Sludge/ Mud/ Centrifuse Sludge	If the contractor fails to collect, transport and dispose the drilling waste from a particular location, penalty @ 10 % of per MT rate on the total drilling waste accumulated at the location will be deducted if delayed beyond 2 days from the time of intimation for collection from the designated location.

<b>Notice</b>	<p>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:</p> <p><b><u>Company</u></b></p> <p>a) <b><u>For contractual matters</u></b></p> <p style="padding-left: 40px;">HoD of Contracts Department Oil India Limited PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: <a href="mailto:contracts@oilindia.in">contracts@oilindia.in</a></p> <p>b) <b><u>For technical matters</u></b></p> <p style="padding-left: 40px;">HoD of Drilling Services Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No.: 91-374-28086800 Email: <a href="mailto:jagannathchetia@oilindia.in">jagannathchetia@oilindia.in</a></p> <p><b><u>Contractor</u></b></p> <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
---------------	--

**Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:**

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TREDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

- (i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- (ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in

any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

- (iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

**Note:**

(i) Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller).

(ii) Seller means a MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).

\*\*\*\*\***End of SCC**\*\*\*\*\*

**REVISED TECHNICAL EVALUATION SHEET FOR BEC**

**Bidder's Name:** \_\_\_\_\_

Clause No. of BEC/BRC, Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
	Yes	No	
<b>1.0 <u>VITAL CRITERIA FOR BID ACCEPTANCE:</u></b>			
The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bidders are advised not to take any exception/deviation to the Bid Documents. If any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be liable for rejection.			
<b>1.1 <u>GENERAL CONFORMITY:</u></b>			
Bids will be rejected in case the equipment and services offered do not confirm to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be			

particularly met by the bidders without which the same will be considered as non-responsive and rejected.			
<b>2.0 <u>ELIGIBILITY CRITERIA:</u></b>			
<p><b>The bidder must be incorporated/registered in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.</b></p> <p>Regarding calculation of local content and submission of documents during bidding &amp; execution of contracts, provision of <b>Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&amp;NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022</b>, shall be applicable.</p> <p>Whether <b>or not</b> the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</p> <p>(a) The bidder must provide the <b>exact percentage (%) of local content</b> in their bid, without which the bid shall be liable for rejection being non-compliant.</p> <p>(b) The Bidder shall submit an undertaking <b>PROFORMA-XII</b> from the authorised signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (<b>Categorically specifying the exact % of LC</b>) and such undertaking shall become a part of the contract, if awarded.</p>			

<p><b>Note:</b> Bidder must not mention the LC% as <b>more than XX%</b> or between <b>XX-YY%</b>, the exact LC% must be Categorically specified)</p> <p>(c) The aforesaid undertaking of the bidder shall also 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 exact percentage of local content.</p> <p>Note: The LC% mentioned by the auditor/ CA must not be mentioned as <b>more than XX%</b> or between <b>XX-YY%</b>, the exact LC% must be Categorically specified)</p> <p>(d) Along with the technical bid, bidder must submit a copy of their Certificate of Incorporation / Registration or any other valid document(s) which substantially establishes its constitution in India.</p>			
<p><b>3.0 TECHNICAL EVALUATION CRITERIA:</b></p> <p><b>2.1 “SIMILAR WORK” EXPERIENCE:</b></p>			
<p>The bidder must have experience of successfully executing/ completing at least one “<b>SIMILAR WORK</b>” under a single Contract in previous 07 (seven) years reckoned from the original bid closing date with Central Govt./ State Govt./ Public Sector Undertaking/ State Govt. Enterprise/ Public Limited Company/ E&amp;P Company/ Drilling Service Provider.</p> <p>Note: E&amp;P Company means any company engaged in exploration and production of crude oil &amp; natural gas.</p>			
<p><b>Notes to BEC Clause 2.1 above:</b></p>			
<p><b>I. “SIMILAR WORK”</b> mentioned in Clause No. 2.1 means “<b>Services for handling, transportation, processing (using mechanical/ chemical/ combination processing</b></p>			

<p><b><i>system) and disposal of 'Drilling Waste' through Co-processing industry/TSDf (Treatment, Storage &amp; Disposal Facility).</i></b></p> <p>Note: <b>'Drilling waste'</b> means drill cuttings and/or drilling mud and/or sludge and/or effluent etc. generated during drilling operations of oil/natural gas wells.</p>			
<p><b>II.</b> Proof of requisite Experience, viz. award and subsequent successful execution/completion of <b>"SIMILAR WORK"</b> (refer Clause no. 2.1 above), must be substantiated by submission of the following documents along with the bid:</p> <p>(A) Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work in line with Clause 2.1 above, AND</p> <p>(B) Job Completion Certificate showing:</p> <p>(i) Gross value/quantity of job done (ii) Nature of job done and Work order no./Contract no. (iii) Contract period and date of completion OR SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <p>(i) Work order no./Contract no. (ii) Gross value/quantity of job done (iii) Period of Service (iv) Nature of Service</p>			

<p><b>III.</b> Following work experience shall also be taken into consideration:</p> <p>(i) If the bidder has executed contract in which <b>“SIMILAR WORK”</b> defined above is also a component of the contract.</p> <p>(ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date, but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.</p> <ul style="list-style-type: none"><li>• In case the documents submitted as per <b>Para II. (A) &amp; (B)</b> above are not sufficient to establish the <b>“SIMILAR WORK”</b> experience submitted as per <b>Para III. (i) &amp; (ii)</b> above, the bidder shall have to submit the breakup of the work(s) executed under such contract(s) clearly indicating the period of <b>“SIMILAR WORK”</b> experience which should be certified by the end user, or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number &amp; Firm Registration Number).</li></ul>			
<p><b>IV.</b> Experience of executing <b>‘SIMILAR WORK’</b> through sub-contracting shall also be considered for evaluation.</p> <p>In case of work experience executed through ‘sub-contracting’, the bidder shall submit relevant documents as mentioned under para <b>‘II’</b> and/or <b>‘III’</b> mentioned under <b>‘Notes to BEC Clause 2.1 above’</b>, along with confirmation towards consent of the client organization/end-user for allowing ‘sub-contracting’.</p>			
<p><b>V.</b> Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) shall not be accepted as evidence i.e., mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent, as stipulated under Clause Nos. 2.1 will only be treated as acceptable experience.</p>			

**REVISED PROFORMA-XX**

<p><b>VI.</b> All Certificates and documentary evidence required to be submitted in support of Para 2.1 above should be clearly legible and in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.</p>			
<p><b>VII. "SIMILAR WORK"</b> experience executed by a bidder for its own organization/subsidiary/Parent/Co-Subsidiary / Joint Venture / Consortium cannot be considered as experience for the purpose of meeting BEC.</p>			
<p><b>VIII.</b> In case requisite experience is against OIL's Contract, bidder shall only be required to categorically specify OIL's Contract Number and date to consider the experience.</p>			
<p><b>IX.</b> Bids submitted for part of the "<b>SIMILAR WORK</b>" will be rejected.</p>			
<p><b>X.</b> Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the bidder. OIL may contact the clients/operators under intimation/copy to the respective bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time, then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the bidder to take up the matter with his client(s) and arrange for the confirmation as desired by OIL.</p>			

<p><b>XI.</b> Bid will be rejected if not accompanied with adequate documentary proof in support of <b>“SIMILAR WORK”</b> experience as mentioned in Para 2.1.</p>			
<p><b>XII.</b> The constituent of a bidder [member/partner], if any, are not allowed to bid directly or indirectly (through any other arrangement) against this tender. In such cases, all such bids shall be categorically rejected.</p>			
<p><b>XIII.</b> Any party who is extending support by way of entering into Joint Venture agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected.</p>			
<p><b>2.2</b> Bids of those bidders who themselves do not meet the experience criteria as stipulated in BEC Clause Nos. 2.1 above, can also quote under the categories listed below:</p>			
<p><b>A. <u>ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY</u></b></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 2.1 above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company, which holds more than fifty percent of the paid-up equity share capital of the bidder] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary [supporting company, in which the bidder holds more than fifty percent of the paid-up equity share capital]. However, the parent/subsidiary company (as the case may be) of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience</p>			

<p>criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.</p> <p>In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Agreement (as per <b>ANNEXURE-I, attached below</b>) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per as <b>ANNEXURE-II, attached below</b>) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.</p>			
<p><b><u>B. ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY</u></b></p> <p>Offers of those bidders (other than JV) who themselves do not meet the technical experience criteria stipulated in <b>Clause No. 2.1</b> above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:</p> <p><b>(a)</b> Provided that the sister subsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be</p>			

<p>submitted by the ultimate parent/holding company along with the technical bid.</p> <p>(b) Provided that the sister subsidiary/co-sub subsidiary company on its own meets the technical experience criteria laid down in <b>Clause No. 2.1</b> above and not through any other arrangement like technical collaboration etc.</p> <p>(c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide <b>ANNEXURE-III, attached below</b>, between them &amp; their ultimate parent/holding company, along with the technical bid.</p>			
<p><b><u>Note to Clause No. 2.2 (A) &amp; (B) above:</u></b></p> <p>In the situations mentioned in Clause No. 2.2 (A) &amp; (B) above, the supporting company shall not be allowed to submit their separate/independent bid against this tender. In such case, all such bids shall be rejected. Also, all the bids having technical support from the same entity shall be rejected. Further, bidders shall submit following documents in addition to the others documents specified elsewhere:</p> <p>(i) Undertaking by the supporting company to provide additional Performance Security (as per format and instructions enclosed as <b>ANNEXURE-IV, attached below</b>), equivalent to 50% of the value of the Performance Security, which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and</p>			

<p>performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.</p> <p>(ii) A certificate from the statutory Auditor of the bidding company/Certificate from a practicing Chartered Accountant, to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.</p> <p>Note: The above certificate should not be more than 30 days old as on the original bid closing date.</p> <p>(iii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the additional performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p>(iv) Bidders quoting under the categories as mentioned under Clause nos. 2.2 (A) &amp; (B) above in order to meet the commitment from the supporting company (Parent / Subsidiary Company / Sister-Subsidiary / Co-Subsidiary Company / Joint Venture Constituents, as applicable), supporting company should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per <b>ANNEXURE-V, attached below</b> in this respect to be submitted as part of technical bid.</p>			
<p><b>2.3 <u>BID FROM JOINT VENTURE COMPANY</u></b></p>			

<p><b>(a)</b> In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 1956 or Companies Act, 2013 and any amendment thereunder. They should meet the technical qualification requirements as under:</p> <p><b>(i)</b> The JV on its own shall meet the experience criteria as per <b>BEC Clause No. 2.1.</b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>(ii)</b> Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per <b>BEC Clause No. 2.1 above.</b></p>			
<p><b><u>NOTE to 2.3.</u></b></p> <p>I. In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum <b>26%</b> shareholding in the JV during entire duration of the contract and extension, if any, thereof, failing which bid will be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.</p> <p>II. Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/subsidiary/co-subsidiary/ sister subsidiary /parent/ holding/affiliating/ associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.</p> <p>III. The documents establishing experience of the JV or its member (as the case may be) shall be submitted as per <b>BEC Clause No. 2.1.</b></p>			

IV. The documents showing the existing shareholdings of the JV Partners must be submitted.			
<b>(b)</b> <b><u>CONSTITUTION OF JOINT VENTURE</u></b> : The members of the JV should not be more than three. If during evaluation of bid, a JV leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.			
<b>(c)</b> Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, <b>are required to submit their application submitted to SIA/RBI along with the bid</b> and copy of Govt. approval prior to the date of price bid opening. Confirmation to this effect and declaration on the same should be provided as part of their technical offer.			
<b>(d)</b> Members of the JV are not allowed to quote separately/independently / or through any other arrangement like part of any other JV/Consortium or Subsidiary/ Parent company/ co subsidiary against this tender. All the bids received in such a case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.			
<b>2.4 <u>BID FROM CONSORTIUM OF COMPANIES:</u></b>			
In case the bidder is a Consortium of Companies provided the Leader of the Consortium complies to <b>Clause No. 1.2</b> above w.r.t. being incorporated/constituted			

in India and maintaining more than or equal to 20% local content for the offered services and complies to the following requirement by the consortium:

- (a) One of the members should be leader of the consortium as per MOU of the consortium.
- (b) The leader or any member of the consortium shall satisfy the minimum experience requirement as per **Clause No. 2.1** above.
- (c) The other members of the consortium should have commensurating work experience for the division of work.
- (d) The leader of the consortium must submit bid on behalf of consortium of bidders.
- (e) Consortium bids shall be submitted with a Memorandum of Understanding (MOU) among the consortium partners, which should be duly signed by the authorized executives of the consortium members and notarized. Such MOU/Agreement should be addressed to the Company, clearly stating that the MOU/ Agreement is applicable to this Tender and shall be binding on them for the entire contract period, including extension, if any and also defect liability period. The MoU shall be extended if required as per the Company's advice. This MOU must accompany the technical bid which should clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract.

<p>(f) The leader of the consortium must confirm unconditional acceptance of full responsibility of executing the “Scope of Work” of this tender. This confirmation must be submitted along with the technical bid.</p> <p>(e) Only the leader of the consortium shall register against the tender in GeM portal and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decisions of the leader of consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.</p> <p>(f) The <b>Bid Security</b> shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) &amp; address(es) of Consortium members. Similarly, the <b>Performance Security</b> shall be in the name of the Leader on behalf of the Consortium.</p> <p>(g) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.</p> <p>(h) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.</p> <p>(i) The Leader of the Consortium shall be authorized to incur liabilities and receive instructions for and on behalf of the Consortium.</p> <p>(j) The leader of consortium shall take full responsibility for performance of the contract.</p>			
--	--	--	--

<p>(k) The Consortium Leader and the distribution of work will be identified and set forth in the bid and will not be permitted to change thereafter without the consent of the Company.</p> <p>(l) No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a Consortium Member.</p> <p>(i) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.</p> <p>(j) In case of consortium bids, the bid shall be signed by the leader of consortium. The power of attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid.</p> <p>(k) Documents/details submitted with the bid pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.</p> <p>(l) <b><u>Constitution of Consortium:</u></b> The members of the consortium should not be more than 03 (Three). If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, the bid of such a consortium shall be liable for rejection. Each member in a consortium shall be a legal entity and not an individual person.</p>			
--	--	--	--

<p>m) <b>Signing of Contract:</b> In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.</p> <p>n) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.</p> <p>o) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.</p> <p>p) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas bidder/consortium partner, the MOU/Agreement need not be on a non-judicial stamp paper, however it should be notarized.</p>			
<p><b>2.5</b> As part of the technical bid, bidders are required to submit process methodology in details including PFD/P&amp;ID, footprint area of the Plant etc. for processing of the drilling waste proposed to be adopted for the work. Additionally, the bidders are required to submit a list of equipment/ machinery to be used in Plant for processing of the Drilling Waste* along with the technical bid.</p> <p>Non-submission of the documents as sought above shall make the bid liable for rejection.</p>			

<p><b>2.6</b> The bidder shall submit an Undertaking in their official letter head as per format prescribed in <b>PROFORMA-XIX</b> along with the bid, stating that during mobilization, they will submit all regulatory permits from State Pollution Control Board/ Central Pollution Control Board/ any other appropriate regulatory authority to handle, transport, process and dispose the drilling waste generated during drilling &amp; production testing operation as indicated in the scope of work.</p>			
<p><b>2.7</b> The Bidder shall provide the following documents along with bid, as applicable, for the concerned method of disposal to be adopted:</p> <p>I) <u>For disposal at Co-processing industry</u></p> <p>a) MOU/lease agreement with landowner for contractor’s processing plant.</p> <p>b) MOU with Co-processing industry</p> <p>c) Consent to Operate (CTO)/Consolidated Consent &amp; Authorization (CCA) certificate of Co-processing industry.</p> <p>II) <u>For disposal at TSDF</u></p> <p>a) MOU/lease agreement with landowner for contractor’s processing plant.</p> <p>b) TSDF membership certificate/ MoU with TSDF</p> <p>c) Consent to Operate (CTO)/Consolidated Consent &amp; Authorization (CCA)certificate of TSDF.</p>			
<p><b>2.8</b> The bidders must confirm their compliance in the “technical bid” to complete mobilization of equipment along with personnel within the mobilization period mentioned in the Special Conditions of Contract (SCC) of the NIT from the date</p>			

issuance LOA by the Company. Offers without confirmation of stipulated mobilization time or with mobilization time more than the stipulated time shall not be accepted			
<b>3.0 <u>FINANCIAL EVALUATION CRITERIA:</u></b>			
<b>3.1</b> Annual Financial Turnover from operations of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least <b>₹33,16,60,000.00 (Rupees Thirty-Three Crore Sixteen Lakh Sixty Thousand only).</b>			
<b>3.2</b> Net worth of the bidder must be Positive for the preceding financial/accounting year.  <u>Note:</u>  i. Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).  ii. Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"			
<b>3.3</b> In case, the bidder is a <b>subsidiary company</b> (should be a wholly owned subsidiary of the parent/ultimate parent/ holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company and the following needs to be complied/submitted:			

<p>(i) The parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 3.1 &amp; 3.2 above.</p> <p>(ii) Corporate Guarantee <b>(as per ANNEXURE-VI, attached below)</b> on parent / ultimate parent / holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them, and</p> <p>(iii) A certificate from the statutory Auditor of the bidding company as well as of the parent/ ultimate/ holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.</p> <p><b>Note:</b> The above certificate should not be more than 30 days old as on the original bid closing date.</p>			
<p><b>3.4</b> If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. 3.1 &amp; 3.2) by itself, it can submit the bid based on the financial strength of its JV member having more than 50% stake in the JV Company, and the following needs to be complied/submitted:</p> <p><b>(i)</b> The JV member having more than 50% stake in the JV should meet the Financial Evaluation Criteria stipulated in Clause Nos. 3.1 &amp; 3.2 above.</p> <p><b>(ii)</b> An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno</p>			

<p>commercial bid stating that they shall maintain more than 50% shareholding in the JV till execution of the contract is accomplished.</p> <p><b>(iii)</b> A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.</p> <p><b>Note:</b> The above certificate should not be more than 30 days old as on the original bid closing date.</p>			
<p><b>3.5</b> In case of Consortium of companies, any member of the Consortium must have an annual financial turnover from operations of minimum <b>₹ 33,16,60,000.00 (Rupees Thirty-Three Crore Sixteen Lakh Sixty Thousand only)</b> during any of the preceding 03 (Three) financial/ accounting years reckoned from the original bid closing date and other member(s) of the consortium shall have an annual financial turnover from operations of <b>minimum ₹ 16,58,30,000.00 (Rupees Sixteen Crore Fifty-Eight Lakh Thirty Thousand only)</b> during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Borrowing support from parent/supporting company is not allowed to meet the financial criteria.</p>			
<p><b>Notes to BEC Clause 3.0 above:</b></p> <p><b>a.</b> For proof of Annual Turnover from operation &amp; Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p> <p>(i) Audited Balance Sheet along with Profit &amp; Loss account.</p> <p style="text-align: center;">OR</p>			

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-XIV**.

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

**b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-IX**.

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

<p><b>d.</b> In case the bidder is a Government Department, they are exempted from submission of document mentioned under para <b>a.</b> and <b>b.</b> above.</p> <p><b>e.</b> In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit &amp; Loss Account is signed. A CA Certificate (with Valid UDIN) is to be submitted by the bidder regarding converted figures in equivalent INR or USD. Else, the Audited Balance Sheet and Profit &amp; Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit &amp; Loss Account is signed) for conversion to INR.</p> <p><b>f.</b> Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above in Para 3.1 &amp; 3.2.</p>			
<p><b>4.0 <u>COMMERCIAL EVALUATION CRITERIA:</u></b></p>			
<p><b>4.1</b> The bids are to be submitted in single stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial &amp; technical credentials of the bidder and any other document as asked for in the bid document. <b>There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.</b></p>			
<p><b>4.2</b> Bidders must fill the '<b>PRICE BIDDING FORMAT / FINANCIAL DOCUMENT</b>' and compute all-inclusive (including GST) bid value. This all-inclusive (including GST) bid value is to be entered against the 'OFFER PRICE' field in the GeM portal. The duly filled '<b>PRICE BID / FINANCIAL DOCUMENT</b>' in electronic form must be submitted by the bidders through GeM Portal only along with the Financial Bid. Any Financial Bid without the duly filled Price Bid may be liable for rejection.</p>			

<p>Note:</p> <p>i) The breakup of the quoted / offered price, as per the prescribed Price Bid Format <b>MUST NOT</b> be uploaded with the technical bid; otherwise the bid <b>shall be rejected straightway</b>. Only the black price bid format complying/confirming that you are quoting for all services under Price bid, may be submitted as a part of technical bid.</p> <p>ii) Further, supplementing the quoted “OFFER PRICE” the price bid to be filled up and submitted accordingly i.e by matching their total price including GST to the “<b>OFFER PRICE</b>” mentioned in the GeM Portal.</p> <p><b>4.3</b> The quantities shown against each item in the BOQ shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed, as the case may be.</p>			
<p><b>4.4</b> The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.</p>			
<p><b>4.5 EMD/Bid Security:</b> Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of HoD of Contracts Department, OIL at Duliajan on or before <b>14:00 Hrs (IST)</b> on the original bid closing date. A scanned copy of the bid security shall however be uploaded along with the Technical Bid. The amount of Bid Security shall be as per the EMD/Bid Security amount mentioned in “<b>INTRODUCTION</b>” of the tender. Bid without proper &amp; valid Bid Security will be rejected.</p> <p><b>Note:</b></p> <p>a) For details of modes of submission of Bid Security please refer to <b>Instructions to Bidders (ITB)</b> clause no. 12.0 &amp; 13.0 of the tender.</p> <p>b) In case bid security is deposited in the form of BG/FDR. the BG/FDR should be valid up to <b>24.09.2024</b>, also a duly filled undertaking in the prescribed format (enclosed as</p>			

**REVISED PROFORMA-XX**

<p><b>PROFORMA-XI</b>) must be submitted along with the BG. In case BG is submitted in the form of irrevocable BG, bidders shall submit the BG as per the enclosed format for BG for Bid Security <b>PROFROMA-V</b> issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.</p> <p>c) In case the bidder is exempted from submission of EMD / Bid security, the bidder shall submit valid documents as mentioned in Clause No. 13.0 of <b>Instructions to Bidders (ITB)</b>.</p>			
<p><b>4.6</b> Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.</p>			
<p><b>4.7</b> Bids shall be typed or written in indelible ink.</p>			
<p><b>4.8</b> Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.</p>			
<p><b>4.9</b> Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.</p>			
<p><b>4.10</b> Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"><li><b>(i)</b> Firm price</li><li><b>(ii)</b> EMD/Bid Security/Bid Bond/Bid Security Declaration</li><li><b>(iii)</b> Period of validity of Bid</li><li><b>(iv)</b> Price Schedule</li></ul>			

<p>(v) Performance Bank Guarantee / Security deposit                  (vi) Delivery / Completion Schedule                  (vii) Scope of work                  (viii) Guarantee of material / work                  (ix) Liquidated Damages clause                  (x) Tax liabilities                  (xi) Arbitration / Resolution of Dispute Clause                  (xii) Force Majeure                  (xiii) Applicable Laws                  (xiv) Specifications                  (xv) Integrity Pact</p>			
<p><b>4.11</b> There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.</p>			
<p><b>4.12</b> Bid received with validity of offer less than <b>120 (One Hundred Twenty) days</b> from Original Bid Closing Date will be rejected.</p>			
<p><b>4.13</b> The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “<b>PROFORMA-XIII/INTEGRITY PACT</b>” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally/physically) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.</p>			
<p><b>4.14</b> Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. In this regard, bidders are required to submit in their official Letter Head along with their technical bid, the duly filled up <b>APPENDIX-1</b> that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them,</p>			

**REVISED PROFORMA-XX**

<p>as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.</p>			
<p><b>4.15</b> Neither the Bidders nor any of any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. In this regard, bidders are required to submit. in their official Letter Head along with their technical bid, the duly filled up <b>APPENDIX-2</b> confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring them from carrying on business dealings with OIL, as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.</p>			
<p><b>5.0 <u>PRICE EVALUATION CRITERIA:</u></b></p>			
<p><b>5.1</b> Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.</p>			
<p><b>5.2</b> It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.</p>			
<p><b>5.3</b> The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.</p>			
<p><b>5.4</b> Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.</p>			
<p><b>5.5</b> The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.</p>			

**REVISED PROFORMA-XX**

<b>5.6</b>	In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made in accordance with GeM GTC.			
<b>5.7</b>	OIL will prefer to deal with registered bidder 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.			
<b>5.8</b>	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.			
<b>5.9</b>	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.			
<b>5.10</b>	If a bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.			
<b>6.0</b>	<b><u>GENERAL:</u></b>			
<b>6.1</b>	In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.			
<b>6.2</b>	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.			
<b>6.3</b>	If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.			

**REVISED PROFORMA-XX**

<b>6.4</b> Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.			
<b>6.5</b> OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.			
<b>6.6</b> The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.			
<b>6.7 DOCUMENT AUTHENTICITY UNDERTAKING:</b> Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017 revised on 17.03.2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per PROFORMA-IX.			
<b>7.0 PURCHASE PREFERENCE CLAUSE:</b>			
<b><u>PURCHASE PREFERENCE TO MSE BIDDERS:</u></b> Purchase Preference to Micro and Small Enterprises is applicable for this tender.  7.2 Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience/ JV bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister Subsidiary/Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs. In those scenarios, MSEs quoting on the			

strength of Parent/Subsidiary/Sister-Subsidiary/Co-Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is/are also an MSE(s). In case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e., JVC shall have to be MSE.

**Documentation required to be submitted by MSEs:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit **Udyam Registration Number with Udyam Registration Certificate** along with the technical bid for availing the benefits applicable to MSEs.

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

**7.3 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):**

Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly.

<p><b>8.0 AWARD OF CONTRACT:</b> The contract for hiring of the tendered services shall be awarded as below:</p> <p><b>Concurrent Application of Public Procurement Policy:</b> Single contract shall be awarded for the entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.</p> <p>Note: The services required under the tender are not splittable.</p>			
<p><b>9.0 COMPLIANCE OF THE COMPETITION ACT, 2002:</b> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.</p>			
<p><b>10.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:</b> Subject to Order No. <b>F. 7/10/2021-PPD (1) dated 23.02.2023</b> (as amended from time to time), issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Please refer Clause No. 12.0 of <b>“INTRODUCTION”</b> for more details.</p>			
<p><b>11.0 CUSTOMS DUTY:</b></p> <p>In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (BCD Nil &amp; IGST @12%) subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.</p> <p>Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST &amp; SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.</p>			

Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022- Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished,

<p>so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.</p> <p>Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per <b>PROFORMA-XVIII</b> prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the <b>PROFORMA-XVIII</b> submitted by the bidder.</p> <p>Note: The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.</p>			
<p><b>11.0 CHECKLIST FOR BEC-BRC:</b> Bidder must submit the duly filled Technical Evaluation checklist, commercial checklist, proformas and other relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit dully filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation. Enclosed as TECHNICAL EVALUATION SHEET (<b>PROFORMA-XX</b>) and COMMERCIAL CHECK-LIST (<b>PROFORMA-X</b>).</p>			