



## **FORWARDING LETTER**

**Sub.: IFB No.CBI1752P27 for Hiring of warehouse facility with open yard in Cuttack or Khordha districts in the state of Odisha for storage of materials like heavy steel tubular and Drilling & production consumables inclusive of Logistic Services consisting of: 1 - Hiring of 14 MT Hydra Crane (Pick & Carry), Item 2 - Hiring of Minimum 20 MT Tractor-Trailers & Item 3 - Hiring of Minimum 40 MT Crane (on call out basis) for OIL's operational areas in Odisha for a period of 3 (three) years extendable by another 1 (one) year at the same rates, terms and condition."**

Dear Sirs,

**1.0** 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 with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

**2.0** In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced / approved Contractors / Firms for the mentioned work / service under **OPEN INDIGENOUS TENDER, SINGLE-STAGE TWO BID SYSTEM** through OIL's E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for ‘**Hiring of warehouse facility with open yard in Cuttack or Khordha districts in the state of Odisha for storage of materials like heavy steel tubular and Drilling & production consumables inclusive of Logistic Services consisting of: 1 - Hiring of 14 MT Hydra Crane (Pick & Carry), Item 2 - Hiring of Minimum 20 MT Tractor-Trailers & Item 3 - Hiring of Minimum 40 MT Crane (on call out basis) for OIL's operational areas in Odisha for a period of 3 (three) years extendable by another 1 (one) year at the same rates, terms and condition.**’ One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

i)	IFB No. /E-Tender No.	:	<b>CBI1752P27</b>
ii)	Type of Bidding	:	<b>Open Indigenous E-Tender, Single-Stage Two-Bid System</b>

iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
iv)	Bid (Technical) Opening Date & Time	:	As mentioned in the E-procurement portal.
v)	Price Bid Opening Date & Time	:	Will be intimated to the eligible / qualified Bidders nearer the time.
vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
vii)	Bid Opening Place	:	Office of ED(Offshore)-HoD OIL INDIA LIMITED Mahanadi Basin Project, IDCO Towers (3rd Floor) Janpath, Bhubaneswar-751022
viii)	Bid Validity	:	Minimum <b>120 (One Hundred Twenty) days from Bid Closing date</b>
ix)	Mobilization Period	:	Within <b>60 (Sixty)</b> days from the date of issuance of Mobilization Notice by Electrical Dept. after issuance of Letter of Award (LOA).  For detailed mobilization, kindly refer to Sl. No. 1 of Special Condition of Contract (SCC).
x)	Bid Security/EMD Amount	:	<b>Rs.7,39,000.00</b>
xi)	Bid Security/EMD Validity	:	<b>165 (One Hundred Sixty-Five)</b> days from Bid Closing Date
xii)	Original Bid Security to be submitted	:	Office of ED(Offshore)-HoD OIL INDIA LIMITED Mahanadi Basin Project, IDCO Towers (3rd Floor) Janpath, Bhubaneswar-751022
xiii)	Amount of Performance Security	:	3% of Total Contract value
xiv)	Validity of Performance Security	:	Up to <b>03 (three) months</b> beyond the contract period.
xv)	Location of job	:	Mahanadi Basin Blocks
xvi)	Period of Contract	:	Three (3) years from the date of possession of the Warehouse with open yard facility by the Company. The contract has provision for extension by another 1 year at the same rate, terms & conditions at the discretion of OIL.

xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	<b>Refer to Clause No. 30</b> of General Conditions of Contract (GCC).
xviii)	Bids to be addressed to		Office of ED(Offshore)- HoD OIL INDIA LIMITED Mahanadi Basin Project, IDCO Towers (3rd Floor) Janpath, Bhubaneswar- 751022
xix)	Pre-Bid conference		Not Applicable
xx)	Whether tender quantities are splitable		<b>No</b>
xxi)	Integrity Pact		Must be digitally signed & uploaded along with the techno-commercial bid.

### **3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT**

**3.1** Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field other than Bidder's Name / "Personal" are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

Digital Signature Certificate comes in a pair of signing / verification and Encryption / Decryption Certificate. Bidder should have both the signing / verification and Encryption / Decryption Certificate for signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognised. While participating on e-tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder changes his Digital Signature Certificate, then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. is not responsible.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder / Bidding Company to bind the Bidder / Bidding Company to the contract.

**3.2** For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors / existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

**3.2.1** Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site <https://etender.srm.oilindia.in/irj/portal>.

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

**3.3** Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's E-Procurement site (Help Documentation)**. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan, Assam at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374 - 2807178/4903.

**3.4** Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. **(Note:** Important Points for on-line Payment can be viewed at Oil India's website at **URL:** <http://oil-india.com/pdf/ETenderNotification.pdf>).

**3.5** The link to OIL's E-Procurement Portal has been provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**4.0** Bid should be submitted online in OIL's E-Procurement site up to **01.00 PM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **3.00 PM (IST) (Server Time)** at the office of the CGM-HSE&A in presence of the authorized representatives of the bidders.

**5.0** The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that no pricing information is furnished in the **"Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

**6.0** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

**7.0** Conditional bids are liable to be rejected at the discretion of the Company.

**8.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of

the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

**8.1** In case of Sole Proprietorship Firm, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

**8.2** In case of HUF, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

**8.3** In case of Partnership Firm, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement / deed and GSTIN number.

**8.4** In case of Co-Operative Societies, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.

**8.5** In case of Societies registered under the Societies Registration Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and GSTIN number.

**8.6** In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.

**8.7** In case of Trusts registered under the Indian Trust Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and GSTIN number.

## 9.0 SCREEN SHOTS

Go to this Tab **“Notes and Attachments”** for Uploading **“Price Bid”**

Go to this Tab **“Technical Attachment”** for Uploading **“Technical Bid”**.

On **“EDIT”** Mode, bidders are advised to upload **“Technical Bid”** and **“Priced Bid”** in the respective places as indicated above:

### Note:

- \* The **“Technical Bid”** shall contain all techno-commercial details **except the prices**.
- \*\* The **“Priced bid”** must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

**10.0 Maintenance of Total bid value in the Response:** For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited through attachment form under **“Notes & Attachment”**. As per the existing process, Bidders must upload their pricing as per the **“Price Bidding Format”** under **“Notes & Attachment”**. Additionally the bidders must fill up the **on-line field “Total Bid Value”** under Tab Page **“RFx Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

**Create RFX Response**

Submit | Read Only | Print Preview | Check Technical RFX Response | Close

RFX Response Number 60038748      RFX Number 1396  
 RFX Owner BHARALI      Total Value 0.00 INR      RFX Res

RFX Information | Items | Notes and Attachments

Basic Data | Questions | Technical Attachments

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment:

Total Bid Value:

Callout 1: Bidder to select the currency of the Response

Callout 2: "Total Bid Value" is mandatory in "No Price" RFX

Callout 3: "Total Bid Value" considering all the taxes & duties.

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the "Price Bid Format" under "Notes & Attachments" tab page.

**11.0** The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.

**12.0** The successful bidder shall furnish a Performance Security Deposit for the amount as mentioned under **Clause 2.0 (xi)** above and as indicated under **Para 23.0 of ITB / 10.0 of GCC** before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

**13.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

**14.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENT:** The information and documents furnish by the bidder / contractor in respect of the subject tender / contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake / fraudulent document or furnished false statement, the offer / contract shall be rejected / cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **PROFORMA-J**.

**15.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

**16.0** Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and / or penalty from the Contractor as per terms of the tender / contract.

**17.0** The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.

**18.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH**

**SHARES LAND BORDER WITH INDIA:**

Subject to **Order No. F. No. 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, Bidders should take note of the following:

18.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].

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

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

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

18.4 The beneficial owner for the purpose of para 18.3 above will be as under:

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

Explanation:

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

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

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

18.4.4 Where no natural person is identified under (18.4.1) or (18.4.2) or (18.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

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

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

18.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-II** in this respect to be submitted by the bidder.

18.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

18.8 The bidders to provide an undertaking as per **Exhibit-I & Exhibit-III** along with their bid complying with Clause No. 18.1 above for participation in this tender.

18.9 If the undertakings viz. **Exhibit-I, Exhibit-II** and **Exhibit-III** given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

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

Thanking you.

Yours faithfully,  
**OIL INDIA LIMITED**

**Date: 28.04.2026**

**Sd/-**  
**(D. MISHRA)**  
**Sr. Manager-C&P (MBP)**  
**for Chief General Manager (KGB&MBP)**

## **PART-I**

### **INSTRUCTIONS TO BIDDERS**

#### **1.0 ELIGIBILITY OF THE BIDDER:**

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA – BID REJECTION CRITERIA (BEC-BRC), PART-2 of the tender document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **2.0 BID DOCUMENTS:**

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

- i. Tender Forwarding Letter.
- ii. Instructions to Bidders (ITB)
- iii. Bid Evaluation Criteria (BEC) / Pre-Qualifying Criteria (PQC)
- iv. General Conditions of Contract (GCC)
- v. Special Conditions of Contract (SCC)
- vi. Scope of Work (SOW)
- vii. Schedule of Work, Unit & Quantity (SOQ)
- viii. Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal)
- ix. Proformas, Annexures, Exhibit & Integrity Pact (IP)
- x. Safety Measures (SM)

- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

#### **3.0 TRANSFERABILITY OF BID DOCUMENTS:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

#### **4.0 AMENDMENT OF BID DOCUMENTS:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

#### **5.0 PREPARATION OF BIDS:**

- 5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written 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.
- 5.2 Bidder's Name & Address: Bidders should indicate in their bids their detailed postal address including the Fax / Telephone / Cell Phone Nos. and E-mail address.
- 5.3 Documents comprising the bid: Bids are invited under **Single-Stage Two-Bid System**. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

**(A)** Technical Bid (to be uploaded in "Technical Attachments" tab):

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause No. 8.0.
- c) Statement of Non-compliance as per PROFORMA-D.
- d) Integrity Pact, digitally signed by OIL's competent personnel as attached with the bid document to be digitally signed by the bidder's Authorised representative.
- e) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

**Note: No price should be mentioned in the Technical Bid being uploaded in "Technical Attachments" tab. If any price is mentioned by the bidder in their Technical bid, then their bid will be straightway rejected.**

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

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

- a) Price Bid Format as per **PROFORMA-B**
- b) Bid form as per **PROFORMA-C**

The Price Bid Format containing the prices along with the currency quoted and any other commercial information pertaining to the service offered.

**6.0 BID FORM:** The bidder shall complete the Bid Form and upload the same along **with their Technical bid.**

**7.0 BID PRICE:**

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

7.2 Prices quoted by the successful bidder must remain firm during performance of the Contract and must not be subject to variation on any account, except as otherwise mentioned in the bid document.

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

**8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**  
These are listed in BEC-BRC, Part-2 of the tender documents.

**9.0 BID SECURITY:**

Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of HoD-MBP, OIL at Bhubaneswar on or before **12.45 Hrs. (IST)** on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. Bid without proper & valid Bid Security will be rejected.

<b>Bank Details of Beneficiary: OIL INDIA LIMITED</b>		
<b>a</b>	Bank Name	STATE BANK OF INDIA
<b>b</b>	Branch Name	SME Branch, Kakinada
<b>c</b>	Branch Address	Kakinada
<b>d</b>	Bank Account No.	<b>31991231042</b>
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	<b>SBIN0004248</b>

9.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120 (One Hundred Twenty)** days from Bid Closing Date.

9.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 9.0 (if applicable) shall also be suitably extended. A Bidder may refuse the request without

forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

9.3 **EXEMPTION FROM SUBMISSION OF BID SECURITY:** In case any bidder is exempted from paying the bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below. However, such bidders must submit the bid security declaration as per format enclosed in the tender (**PROFORMA-H**).

a. **Govt. Department & Public Sector Undertaking (PSUs)** are exempted from submission of bid security.

**Note:**

i. Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

ii. The Purchase Preference Policy for MSE bidders shall be applicable in this tender.

**10.0 SIGNING & SUBMISSION OF BIDS:**

**10.1 Signing of bids:**

10.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

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

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

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

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

## 10.2 **Submission of bids:**

The tender is processed under **Single-Stage Two-Bid System**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference / Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered.

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

## 11.0 **DEADLINE FOR SUBMISSION OF BIDS:**

11.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush / network problems.

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

11.3 The documents in physical form as stated in Para 11.2 must be received by Company at the address specified in the "Forwarding Letter" on or before **12.45 Hrs (IST)** on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

## 13.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**

13.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has / have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

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

13.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

**14.0 EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

**15.0 BID OPENING AND EVALUATION:**

- 15.1 Company will open the Bids, including submission made pursuant to Clause 11.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **PROFORMA-E**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 15.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 15.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 15.4 Bids which have been withdrawn pursuant to **Clause No. 14.0** shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 15.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 15.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 15.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 15.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

**16.0 OPENING OF PRICED BIDS:**

16.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.

16.2 In case of two-bid system, Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance.

16.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

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

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

**17.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per BEC-BRC, Part-2 of the Tender Documents.

**17.1 Discounts / rebates:**

17.1.1 Unconditional discounts / rebates, if any, given in the bid will be considered for evaluation.

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

**18.0 CONTACTING THE COMPANY:**

18.1 Except as otherwise provided in **Clause 16.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **Sub-clause 16.6**.

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

**19.0 AWARD OF CONTRACT:**

19.1 Award criteria: The Company will award the Contract to the successful Bidder as per the evaluation criteria mentioned under BEC-BRC of the tender document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**20.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

**21.0 NOTIFICATION OF AWARD:**

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

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

21.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 24.0** below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 9.0** hereinabove.

**22.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 03 Weeks from the date of issue of Letter of Award (LOA).

22.1 a. The Performance Security may be submitted in the form of irrevocable Bank Guarantee issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. A duly filled undertaking towards details of the BG must also be submitted along with the original BG.

b. Alternately, the Performance Security can also be paid through Bank Draft / Cashier's Cheque / Banker's Cheque / Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

c. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Kakinada.

d. In case of Bidders submitting Performance Security in the form of Bank Guarantee / Bank Draft / Cashier's Cheque / Banker's Cheque, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

e. No other mode of payment other than the mode covered under Point Nos. a. & b. will be accepted by the Company.

22.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

22.3 This Performance Security must be valid for **03 (three) months** after the date of expiry of the contract period / defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

22.4 The Performance Security Deposit will be refunded to the Contractor after **03 (three)** months of satisfactory completion of works / defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

<b>Bank Details of Beneficiary: OIL INDIA LIMITED</b>		
<b>a</b>	Bank Name	STATE BANK OF INDIA
<b>b</b>	Branch Name	SME Branch, Kakinada
<b>c</b>	Branch Address	Kakinada
<b>d</b>	Bank Account No.	<b>31991231042</b>
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	<b>SBIN0004248</b>

### **23.0 SIGNING OF CONTRACT:**

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

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

23.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Action shall be taken as per OIL's Banning Policy.

24.0 Deleted

25.0 Deleted

### **26.0 GOODS AND SERVICES TAX:**

26.1 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.

26.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

26.3 *Where 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.

**26.4 Where 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**.

- 26.5 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.
- 26.6 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.
- 26.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 26.8 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.
- 26.9 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.
- 26.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-33, Sl. 404 of Customs Notification no. 50/2017-Cus dated. 30.06.2017 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.
- 26.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 26.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.

## **27.0 INTEGRITY PACT:**

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

27.2 In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.

**28.** OIL has appointed Shri Ajit Mohan Sharan, IAS (Retd.) Former Secretary, Ministry of Ayush, Govt. of India & Dr. Ved Prakash, ITS (Retd.), Ex-Additional Director General Foreign Trade, Ministry of Commerce as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

**a) Shri Ajit Mohan Sharan, IAS (Retd.),**

Former Secretary, Ministry of Ayush, Govt. of India,

Mob No.: 9810701876

E-mail: [ams057@gmail.com](mailto:ams057@gmail.com)

**(b) Dr. Ved Prakash, ITS (Retd.),**

Ex-Additional Director General Foreign Trade, Ministry of  
Commerce

E-Mail ID: [ved60prakash@gmail.com](mailto:ved60prakash@gmail.com)

28.1 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

## **29 LOCAL CONDITIONS:**

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

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by

the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

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

**END OF PART-I**

## PART-II

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

#### BID REJECTION CRITERIA (BRC)

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

1.0 The tender is invited under **SINGLE STAGE - TWO BID SYSTEM**. The Bidder has to submit both the "**TECHNO-COMMERCIAL**" and "**PRICED**" bid through electronic form in the OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender and Priced Bid as per the "Price Bidding Format" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender Portal. The Techno-commercial Bid should be uploaded in the "Technical Attachments" page only. Priced Bid quoted as per Price Bidding Format should be uploaded as attachment in the attachment link under "Notes and Attachments" Tab only.

NB: All the Bids must be Digitally Signed using "Class 3" digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

2.0 Bids with shorter validity will be rejected as being non-responsive.

3.0 Bidders shall furnish the "BID SECURITY" for the amount as specified in Covering Letter. Any Bid not accompanied by Bid Security will be rejected.

4.0 A Bid received through, or in the form of, a fax or email will be rejected

5.0 Any Bid containing false statement will be rejected.

6.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise the Bid will be summarily rejected.

7.0 Any Bid received by Company after the deadline for submission of Bids prescribed herein in any form will be rejected.

8.0 Conditional offers will be rejected.

9.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

#### **1.0 ELIGIBILITY CRITERIA:**

**The bidder must be incorporated/constituted 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 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. P45021/2/2017PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FPPNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

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 specific 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 from their authorized signatory having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded [**Format enclosed as Proforma-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.
- d. Bidder to submit a copy of their Certificate of Incorporation/Registration in India.

#### **BID EVALUATION CRITERIA (BEC)**

##### **1.0 TECHNICAL CRITERIA**

## **PAST EXPERIENCE:**

The bidder must have successfully executed/completed similar Works over the last 7(seven) years reckoned from the Original Bid Closing Date in Central/State Government/ PSUs/ Public Limited Company as under -

At least one similar completed works costing not less than the amount equal to Rs. 1.85 Crore

Similar works: Hiring of warehouse facility for storage of heavy steel tubulars and drilling & production consumables inclusive of logistics services.

A. The proposed warehouse facility with open yard must meet the following evaluation criteria failing which the offer shall be rejected.

1) The open yard measuring 2 (two) acres (minimum) should be offered on rent for at least 3 (three) years, extendable by another one year, to store material like heavy steel tubulars (casings, tubings, line pipe etc.), drilling consumables, production consumables etc.

2) Bidder has to submit an undertaking in technical bid categorically confirming the following:

i) In addition to the open yard, a covered warehouse measuring minimum 464 square metres (5000 square feet) with facilities as specified under PART-3: "Terms of Reference", will also be provided.

ii) The offered space will be , as specified under PART-3: "Terms of Reference", and will be handed over to Oil India Limited within 60 days of issuance of LOA.

Note: Offers indicating handing over time more than 60 days from the date of issuance of LOA will be rejected. Bidders are encouraged to indicate the best handing over schedule in their technical bid.

iii) The logistics services shall be provided strictly as per the Notice / Letter of Intimation issued by the Company.

iv) The electricity and water connections will be permanent ones and any temporary connections at the above premises will not be provided, for which documentary proof should be submitted by the bidder in the offer,

v) All major repairs to be complied with for a proper use of the ware house and to bring it to the stage of initial occupation shall be carried out immediately up on receiving the request from OIL; both owner or his representative and OIL will carry out joint inspection. On inspection, damages / repairs will be decided by the owner or his representative. New construction will be completed in all respects.

vi) 15 (fifteen) numbers of pipe storage racks as per the drawing enclosed vide Proforma - A, shall be constructed prior to handing over the offered space to Oil India Limited.

3) Documentary evidences to substantiate that the property offered possesses the name of the proprietor / partner / immediate relative (spouse or father or mother of the proprietor / partner) and requisite clearances from Municipal Authority / Concerned Revenue Circle / Panchayat, as applicable. In case the offered property is on lease from land lord for development as a warehouse with open yard facility for OIL on contract, the lease agreement for the duration of the contract along with the property papers must be submitted in the technical bid.

4) Bidder has to submit the following sets of layout & drawing along with the technical bid:

- a. Plan, Elevation, Cross Section & Structural Drawing duly certified by a Chartered Engineer.
- b. Layout of yard showing the warehouse with entry / exit from the public road.
- c. Key map of the yard & warehouse.
- d. Digital Photographs of the entire area.

B. Services of one number of 14 MT Hydra Crane are also required to be provided for handling Oil well equipment and tubular at the Warehouse with open yard and at OIL's operational areas in Odisha. The bidder has to provide the following documents in the technical bid:

- a. Attested Photocopy of RC book of the unit.
- b. Copy of the valid driving/operating license of the Operator / driver of the Hydra
- c. In case the unit is hired from a third party for rendering its services in this contract, then the bidder must submit a legally valid Memorandum of Understanding with the third party executed in a non-judicial stamp paper for the complete duration of the contract.

C. Services of 20 MT Tractor-Trailer (01 No. fixed & 01 No. on call out basis) are also required to be provided for handling Oil well equipment and tubular at the Warehouse with open yard and at OIL's operational areas in Odisha. The bidder has to provide the following documents in the technical bid only for the fixed 20 MT Tractor-Trailer:

- a. Attested Photocopy of RC book.
- b. Copy of the valid driving / operating license of the Operator / driver.
- c. Make & Model of the tractor units offered should be clearly indicated in the technical bid.
- d. Copy of manufacturer's technical leaflet / brochure of the tractor units offered containing all above technical details amongst others.
- e. Contractor must give an undertaking declaring that if awarded with the contract by OIL, he / she would supply the tractor trailer units strictly as per tendered specifications.
- f. In case the units are hired from a third party for rendering its services in this contract, then the bidder must submit a legally valid Memorandum of Understanding with the third party executed in a non-judicial stamp paper for the complete duration of the contract.

5. After opening of the Technical Bids , OIL's team will visit the proposed site for verification and inspection of the proposed sites for Technical criteria compliance. Based on the inspection report , the offer will be considered for price bid opening.

## **2.0 FINANCIAL CRITERIA**

The contractor/firm should have annual financial turnover of at least Rs. 36.92 lakhs in any of the preceding 3 (three) financial years reckoned from the original bid closing date. Also, the Net worth of the bidder should be positive for the preceding financial/accounting year. The proof of Annual Turnover should be either in the form of Audited Profit & Loss Account / Audited Annual Reports or Certificate from Chartered Accountant/Cost Accountant Firm indicating their Membership & Firm Registration number.

### **3.0 PRICE EVALUATION CRITERIA:**

3.1 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.

3.2 The quantities shown against each item in the "**Price Bid Format/ Proforma-B**" 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 number of days/parameter, as the case may be.

3.3 Price evaluation of bids shall be carried out based on the grand total value quoted by the bidder in the **price bid format/ Proforma-B** which includes all taxes, duties and levies including Customs Duty and GST. **The bidder must enter an ALL-INCLUSIVE PRICE (INCLUDING GST) against the "OFFER PRICE"**.

3.4 For evaluation purposes, quoted unit rates against each Line Item of the price bidding format shall be considered only up to two (2) decimal places without rounding off for evaluation. The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

3.5 Bidders are required to quote for all the items in the BOQ/Price Bid/ Financial Document, else the bid will be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0".

3.6 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.

3.7 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.

3.8 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

- 3.9 However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.
- 3.10 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.
- 3.11 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.
- 3.12 Price Bid will be evaluated as per **Proforma-B/Price Bid Schedule** (total combined value). In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.

#### **4.0 GENERAL EVALUATION CRITERIA:**

- 4.1 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.
- 4.2 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. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 4.3 If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.
- 4.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 4.5 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.
- 4.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

#### **5.0 PURCHASE PREFERENCE CLAUSE:**

## **5.1 PURCHASE PREFERENCE TO MSE BIDDERS:**

Purchase Preference to Micro and Small Enterprises is applicable for this tender.

**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.

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/ entrepreneur/Woman Entrepreneurs should also be enclosed.

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

Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. **FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 of MoPNG** shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

CONCURRENT APPLICATION OF PURCHASE PREFERENCE POLICIES: Contract(s) shall be 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.

### **Notes:**

(i) The eligibility for MSE & Class-I Local Supplier shall be guided by the PPP- MSE Order & PPP-MII Order respectively as stipulated under Clause Nos. 7.1 & 7.2 above.

(ii) The matching of the overall price to that of the L1 bidder shall be done by reducing the rates proportionately to the L1 bidder.

(iii) A timeframe of 07 days will be provided for matching the rate and in the event of non-acceptance or non-response within the allotted 07 days, the same will be offered to the next eligible bidder.

**6.0 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-J**.

**7.0 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.

**8.0 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 (**CHECKLIST-I**) and COMMERCIAL CHECK-LIST (**CHECKLIST-II**).

**END OF PART-II**

## PART-III

### 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 field site, enroute / local boarding, lodging, personal protective gear & medical attention etc. Company shall have no responsibility or liability in this regard.

**9.3** However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own establishment on chargeable basis.

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

## **10.0 PERFORMANCE SECURITY:**

**10.1** On receipt of notification of award from the Company, the Contractor shall furnish the Performance Security to Company within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft / Cashier's Cheque / Banker's Cheque\* / ~~NEFT / RTGS~~ / Electronic fund transfer to designated account of OIL# or ~~Fixed Deposit Receipt (account OIL INDIA LIMITED)~~ or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

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

OR

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

OR

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

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

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

Full address

Branch Code

Code Nos. of the authorized signatory with full name and designation.

Phone Nos.

Fax Nos.

E-mail address.

**10.3** The domestic Contractor / Service Provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non- judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

**10.4** The foreign Contractor / Service Provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

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

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

**10.7** The Performance Security shall be encashed by Company on account of Contractor's failure to fulfil its obligations under the Contract and / or non-performance / unsatisfactory 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 defence of any such claims or proceeding, shall permit the other to be represented by counsel in defence 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 (if any) 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 Company:

- (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 Bhubaneswar (or the Place where the contract is executed) and Principal Bench of Odisha 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-fulfilment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The Contractor shall indemnify the Company against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his Sub-Contractor.

### **36.0 STATUTORY REQUIREMENTS:**

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

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

**37.1** It will be solely the Contractor's responsibility to fulfil all the legal formalities with

respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all Sub-Contractors hired by Contractor comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws.

- 37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.
- 37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

**38.0 POLLUTION AND CONTAMINATION:**

The Contractor shall be liable for all surface and sub-surface pollution to the extent caused by Contractor and resulting from Contractor's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the Contractor brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, Company shall release, indemnify and hold Contractor and its Sub-Contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

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

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

**39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in Contractor's account. Variation in case of custom duty on CIF value declared by the bidder shall be to Company account.

**39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this Contract and which results in increased / decreased cost of the works under the Contract through increased /

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

- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the Contractor's account, where delay in completion /mobilization period is attributable to the Contractor. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to Company's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the Contractor in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, Company will have no liability to reimburse/pay to the Contractor the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, Company will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the Company shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by Contractor, his sub-Contractor/sub-sub-Contractors and Agents etc.
  - ii. Corporate taxes and Fringe benefit tax in respect of Contractor and all of their Sub-Contractors, agents etc.
  - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of Sub-Contractors, vendors, agents etc. of the Contractor.
  - iv. Any liability on the Contractor, which was accrued under the old law or contract, which the Contractor is obligated to pay either to the Company or to the Government Authority.
- 39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the Contractor is liable to provide following disclosure to Company:
- i. Details of each of the input services used in relation to providing service to Company including estimated monthly value of input service and GST tax amount.
  - ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and GST paid/payable on purchase of inputs.
- 39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.
- 39.8** Any claim or reduction on account of change in law shall be accompanied with

undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.

**40.0 SEVERABILITY:**

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

**41.0 COMMISSION OF MISCONDUCT / SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:**

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

**42.0 SETTLEMENT OF DISPUTES:**

**42.1** If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.

**42.2 Resolution of Dispute through SAC:**

- a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.
- b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. [www.oil-india.com](http://www.oil-india.com)
- c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably

under OIL conciliation Rules 2020.

- d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

**42.3 Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME):**

- e) 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 through Conciliation/Mediation, the same shall be referred to Arbitration.
- 1) A party wishing to commence arbitration proceeding shall invoke an Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
  - 2) The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

<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. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

- 3) The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 4) 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.
- 5) If any of the Arbitrators so appointed dies, resigns, becomes

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

- 6) Parties agree 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. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
- 7) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended from time to time).
- 8) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. 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:
  - 9) 20% of the fees if the claimant has not submitted statement of claim.
  - 10) 40% of the fees if the pleadings are complete.
  - 11) 60% of the fees if the hearing has commenced.
  - 12) 80% of the fees if the hearing is concluded but the award is yet to be passed.
- 13) 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 and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
- 14) 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.
- 15) The seat and venue of the arbitration proceeding shall be New Delhi.

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

- a) If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by

Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

- 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.

#### **42.5 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.

#### **42.6 Exclusions**

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

- 1) 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.
- 2) 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.
- 3) 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.

#### **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 up to the date of termination.

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

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

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

Demobilization charges shall not be payable by COMPANY in case of Article from

#### **44.4 to 44.7**

#### **45.0 TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

#### **46.0 WITHOUT DETERMINING THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

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

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

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

CONTRACTOR shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules &

regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

CONTRACTOR shall conform in all respects with the provisions of any Statute, Ordinance or Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep COMPANY indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the COMPANY.

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

**END OF SECTION-I**

## PART-3

### SECTION - II

#### TERMS OF REFERENCE / SCOPE OF WORK

##### **A. Warehouse with Open Yard**

Oil India Limited (OIL) intends to lease covered warehouse with open yard facility with proper boundary fencing (Minimum GI chain link fencing of height 2.40 M) and single entry / exit gate for storage of tubulars and consumables procured for use in its oil exploratory drilling programme at its operational areas in Odisha. Particulars of requirement are given below.

(1) The covered warehouse measuring minimum 464 square metres (5000 square feet) should have an office room along with a toilet in addition to storage space. The covered warehouse should be watertight and structurally safe against cyclone & earthquake (To be certified by a chartered Engineer; certificate to be furnished at the time of handover). It should also feature lighting and running water. Preferably the warehouse should be suitable for movement of Forklift & Hydra Crane, featuring suitable ramp. The warehouse space should be in addition to the open yard.

(2) The open yard measuring minimum 2 (two) acres should be approachable with proper boundary fencing and single entry/exit gate to store materials like heavy steel tubulars (casings, tubing) etc. and must have the following minimum facilities:

i) The open yard should be made of hard standing materials and should have sufficient paved area to facilitate plying / movement of crane, trailers etc. for purpose of loading, unloading & storage of heavy steel tubular viz. casings etc.

ii) Should be easily accessible for long body trailers movement.

iii) The facilities to have proper boundary walls / fences (Minimum GI chain link fencing of height 2.40 M) from all sides with single entry / exit gate for safe keeping of goods.

iv) Should be not below Highest Flood Level (HFL) in the area & easily accessible for long body trailers movement and preferably near the road side (Public Road).

v) Should be located in Cuttack or Khordha districts in the state of Odisha for easy movement of Materials to OIL's operational areas.

vi) Electricity, running water and proper area lighting. The area should be adequately illuminated during night time.

vii) A minimum 25 kVA backup generator set shall be provided. OIL will reimburse the fuel and maintenance costs of the backup generator set on an as-and-when-required basis.

viii) Security gate (width not less than 20 feet) and hut with round the clock (Three shifts; 02 persons per shift) professional security services should be provided by the contractor. The contractor is responsible for paying the security personnel as per the minimum wage rates issued by GOI from time to time.

(3) Contractor has to construct 15 (Fifteen) numbers of pipe storage racks as per the drawing enclosed vide **PROFORMA-A**, prior to handing over the offered space to Oil India Limited.

(4) Contractor to provide at least 01 (one) skilled supervisor and minimum 06 (Six) numbers unskilled daily labourers at his cost for handling of OIL's tubulars and consumables stored in the covered warehouse and open yard. The contractor is responsible for paying them as per the minimum wage rates issued by GOI from time to time.

(5) The Contractor must undertake / ensure continuous and uninterrupted Electricity and water supply to the premises to be rented. In case the water does not flow on its own, or there is a strike or bandh, the Contractor has to make arrangement to provide water tank and pump for continuous water supply without any extra cost to the Company.

(6) As owner / authorised personnel of the said fenced area, contractor will have to handover the vacant possession of the area with related facilities as stated above free from all encumbrances.

(7) Prior to handing over the possession of the offered open yard with warehouse / offered area to the Company, Contractor will produce the receipts of up-to-date payment made in respect of water and electricity charges of the yard to be rented.

(8) The Contractor must ensure that the electricity and water connections are permanent ones and any temporary connections at the premises is not provided.

(9) All the taxes of public nature including house tax, ground rent, municipality taxes etc., presently levied or leviable in respect of the warehouse will be payable by Contractor.

(10) All major repairs to be complied with for a proper use of the warehouse and to bring it to the stage of initial occupation shall be carried out by Contractor immediately up on receiving the request from OIL; both owner or his representative and OIL will carry out joint inspection. On inspection, damages / repairs will be decided by the owner or his representative. New construction must be completed in all respects.

(11) OIL will maintain all electrical and sanitary fittings and accessories in the warehouse and office in good working condition. In case any major defect develops in the fittings and accessories, the same will be repaired / replaced by Contractor at their cost. Further, Contractor will arrange necessary cover for insurance of the premises against fire and earthquake and any other natural damage at their cost.

## **B. Logistic Service of 14 MT Hydra Crane**

Services of the following are also required to be provided by the contractor for handling Oil well equipment and tubular at the Warehouse with open yard and at OIL's operational areas in Odisha:

### **(1) 14 MT PICK-N-CARRY HYDRA CRANE - ONE NUMBER:**

(i) Wheel mounted Diesel hydraulic telescopic boom crane, hydraulically control steering with heavy duty transmission system.

(ii) Lifting capacity of minimum 14 (fourteen) MT at 1.6 (one point six) meters distance.

(iii) Hydraulically operated three-part box type telescopic boom of maximum length not less than 8 (eight) meters.

(i) Power hoisting and lowering with hydraulic winch.

(v) Rating not to exceed 85% (eighty five percent).

(vi) Right Hand Drive unit (Steering on Right Hand side of unit); Left Hand Drive unit not acceptable. Full width carrier cab.

- (vii) Unit should be equipped with:
    - a) Overload audio warning system.
    - b) Hose protection failure device
    - c) Safety brakes on hoist
    - d) Cylinder guard for protection.
  - (viii) Overall width and overall length approximately within 2300 mm and 12000 mm respectively.
  - (ix) Carrier specifications of the crane must meet Indian Motor Vehicle Act.
  - (x) Pneumatically assisted hydraulic front wheel brakes and mechanical shoe rear brakes.
  - (xi) All weather cabin.
  - (xii) Fire Extinguisher, Spark Arrestor, Extra hooks.
  - (xiii) Specifications of the Pick-N- Crane must meet Indian Motor Vehicle
  - (xiv) All necessary chains with hooks, slings, tools, tackles, craw bars, etc., required for safe loading / unloading of tubulars and materials of different sizes & shapes by the Hydra Crane unit should be supplied by the contractor.
- (2) The Hydra offered shall not be older than 10 (Ten) years as on the original bid closing date and must be in sound mechanical as well as physical condition. The vehicle must have necessary permit(s) as required under Motor Vehicle Act or any other regulation(s), rules, laws, etc. of the statutory Govt. authority to run as hired vehicle(s) in Odisha. Contractor shall be fully liable / responsible whatsoever in this regard. Attested Photocopy of RC book of the unit should be submitted along with the technical bid.
- (3) Operator / driver of the Hydra should have at least 3 (three) years of experience and should be in sound health. He should have valid driving / operating license. Copy is to be submitted along with the technical bid.

**C. Logistic Service of Minimum 20 MT Tractor-Trailers – (01 No. fixed & 01 No. on call out basis)**

Hiring the services of the following are required for handling Oil well equipment and tubular at the Warehouse with open yard and at OIL's operational areas in Odisha:

- (1) **MINIMUM 20 MT TRACTOR-TRAILERS – TWO NUMBERS (01 No. fixed & 01 No. on call out basis)**
- (2) **SPECIFICATION OF TRACTOR**
  - (i) GCW / GTW: Minimum 35000 Kg (when coupled to a suitable trailer)
  - (ii) Drive: 4x2
  - (iii) Cowl: Full Forward Control
  - (iv) Wheelbase: 3250 mm (approximate)
  - (v) Engine Output: Not less than 150 HP (at approx. 2500 rpm)

(vi) Engine Emission: Minimum BS-IV compliant

(vii) Axle Capacity: Approx. 6000 Kg for Front & 10000 Kg for Rear

(viii) Steering: Power Assisted

(ix) Driver's Cabin: All steel construction original factory built by the tractor manufacturer with seating capacity for minimum 2(two) persons excluding driver.

(x) Fifth Wheel: Suitable for 2 inch (50.8 mm) IS 6763 /SAE J133 kingpin.

(xi) OTHERS:

- Palm coupling airline connections for Trailer brakes & Electrical Plug connection for Trailer lights, etc.
- All standard lightings, fittings & accessories as per Motor Vehicle Act, two large Rear View Mirrors, Towing hook, First Aid Box, Fire Extinguisher, two Flood Lights at rear top of driver's cabin for night operation.

(3) **SPECIFICATION OF TRAILER**

(i) Payload: Minimum 20 MT (20,000 Kg)

(ii) Type: Flat Bed Semi Trailer (without loading ramp)

(iii) Axles: Tandem Axle complete with brake arrangement.

(iv) Kingpin: 2 inch (50.8 mm) Kingpin as per IS 6763 / SAE J133.

(v) Dimensions:

- Overall length: 11.5 to 12.5 Meters (approx.)
- Width: 2.70 Meters
- Height: As minimum as possible; should be within 1.25 Meters

(vi) Construction - All welded steel construction unit should be with minimum 5 mm thick MS chequered plate platform. Cross members at approx. 1.0-meter interval. Rubbing / friction plate of 5th wheel coupling made of 10 to 15 mm thick fully welded MS plate adequately reinforced. Minimum 5 Nos. stanchion holes at approx. 1.5-meter interval on each side of the platform (at extreme ends to avail full platform width) for putting approx. 2.5-inch OD removable type stanchions (stanchions will be provided by the supplier). Holes should be made sufficiently strong to hold the stanchion rigidly for loading the trailer with rated load. Suitable Lashing rings at approx. 1.5-meter interval for binding chains / chain hooks. SUITABLE SIDE RAIL GUARD (BELOW THE PLATFORM) ON BOTH SIDES OF THE TRAILER are required.

(vii) Landing Gear - One pair minimum 10 MT capacities (Lifting Capacity) Landing Gear of reputed make.

(viii) Suspension: Heavy duty leaf spring or equivalent suspension.

(ix) Brake: Suitable brake operating from driver's cabin through palm coupling between driver's cabin & trailer.

(x) Wheels & Tyres: 8 + 1 spare wheel of minimum size 10.00 x 20. Mounting arrangement for the spare wheel shall be provided.

(xi) Electrical: Suitable parking light, brake light, back light, traffic indicator light, reversing alarm, etc. operating from driver's cabin through suitable connector between driver's cabin and trailer, sufficient side marker reflectors, etc.

(xii) All other fittings & accessories as per Motor Vehicle Act.

(4) **TOOLS & ACCESSORIES:**

Following tools & accessories shall be provided with each tractor trailer unit -

(i) Standard tool kit, wheel wrench/s (for both tractor and trailer), 1 Number minimum 30 MT capacity hydraulic jack with handle, etc.

(ii) Minimum numbers of 20 feet long binding chains of adequate size & capacity with hooks at each end for binding 20 MT materials on trailer platform for transportation.

(iii) Sufficient numbers of load binders of adequate capacity.

(iv) All necessary slings, chains, tools, tackles, stanchions, craw bars, etc., required for safe loading / unloading, transportation of materials of different sizes & shapes by the tractor-trailer units.

(5) The Tractor-Trailer(s) offered shall not be older than 10 (Ten) years and must be in sound mechanical as well as physical condition. The vehicle(s) must have necessary permit(s) as required under Motor Vehicle Act or any other regulation(s), rules, laws, etc. of the statutory Govt. authority to run as hired vehicle(s) in Odisha. Contractor shall be fully liable/responsible whatsoever in this regard. **Attested Photocopy of RC book of the fixed unit should be submitted along with the technical bid** and attested Photocopy of RC book of the callout unit should be submitted at the time of deployment.

(7) Operator / driver of the Tractor-Trailer(s) should have valid driving/operating license and should be in sound health. **Copy of the driving / operating license is to be submitted along with the technical bid for the fixed unit** and at the time of deployment for the callout unit.

**D. Logistic Service of Minimum 40 MT Crane – ONE NUMBER (On call out basis)**

**E. Logistic Service of Fork Lifter – ONE NUMBER (OPTIONAL Item on call out basis):**

In the event of requirement of a Fork Lifter, the contractor shall have to provide its services at the rate quoted by the contractor.

**END OF SECTION-II**

**PART-3**

**SECTION-III**

**SPECIAL CONDITIONS OF CONTRACT**

**1.0 MANPOWER:**

i) The Contractor will have to deploy manpower as per details below to carry out the required job of the tendered units for logistics services:

Sl. No.	Unit	Operator/Driver	Helper
1	14 MT Hydra Crane	1	1
2	20 MT Trailer-1	1	2
3	20 MT Trailer-2 (on call)	1	2
4	40 MT Crane (on call)	1	1
5	Fork Lifter (on call)	1	NIL

ii) Services of the Hydra Crane and Tractor-Trailer (excluding additional Tractor-Trailer, 40 MT Crane and Fork Lifter) will be for 24 hours, but services of operating crew will be for 12 hours duty everyday throughout the month. The duty timing for deployment of crew on 12 (Twelve) hours basis will be decided by the Company and shall be binding on the Supplier(s). The same may be changed from time to time at the discretion of Company.

iii) Services for the call-out units (additional Tractor-Trailer, 40 MT Crane and Fork Lifter) will be 12 hours including man-power.

iv) The contractor must deploy manpower as mentioned under Para A of Section-II Terms of Reference for security and handling of goods in the offered space, without any extra cost to OIL.

v) Contractor to provide at least 01 (one) skilled supervisor and minimum 06 (six) numbers unskilled daily labourers at his cost for handling of OIL's tubulars and consumables stored in the covered warehouse and open yard. The contractor must ensure that they are paid as per the minimum wage rates issued by GOI from time to time.

vi) The service provider shall be solely responsible throughout the period of the Contract for fulfilling all requirements of their personnel and disbursing wages as per the prevalent minimum wage rates issued by GOI. Company shall have no responsibility or liability in this regard. An undertaking is to be provided along with the technical bid.

vii) The number of helper(s) indicated above is to be provided on regular basis. In case the minimum numbers of helpers are not provided by the supplier on any particular day, then the vehicle will either be not accepted or alternatively wages of helper not supplied will be recovered from Supplier's bill at prevalent Govt. rates for engaging such Labourers.

viii) Contractor will have to provide requisite safety gears for the operating crew (drivers & Helpers) without any extra cost to OIL.

**NOTE:**

- Two days will be allowed per month for maintenance of units with prior approval of OIL.

- All the units should have fire extinguisher and first aid kit.

ix) The contractor shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequences if any, including the cost thereto shall be exclusively borne by the contractor and the contractor shall have the liability whatsoever on this account.

**2.0** The contractor is required to provide the additional tractor-trailer within 24 (twenty-four) hours of prior intimation.

**3.0** It will be solely the contractor's responsibility to fulfil all the legal formalities for the hydra crane, tractor-trailer(s), and to ply in any districts of Odisha. It will also be the contractor's responsibility to procure and renew the necessary permits etc. required for his / her men and vehicles to enter and work in Odisha.

**4.0** Fitness certificates of vehicles are to be submitted by the contractor while placing all the hydra crane, tractor-trailer(s) and optional units.

**5.0** The contractor will have to engage skilled supervisory staff for supervision of jobs and also for necessary liaisioning with Company's Representative.

**6.0** It will be entirely the responsibility of the contractor or his to ensure strict adherence to all safety measures during loading / unloading and transportation of the materials and safety of workers engaged by him.

**7.0** The hydra crane, tractor-trailer(s) shall at all times be comprehensively insured by the contractor or his against all risks at his/her/their cost.

**8.0** The right of the contractor or his to place the hydra crane and tractor-trailer(s) in Company's service shall be free from all financial / legal complications and encumbrances. Should there be any interruption in Company's service due to such complications, on demand, full compensation of the losses is to be borne by the contractor.

**9.0** The contractor shall bear all other expenditure in way of fulfilling the statutory obligations of the Central and State Government during the period of the contract.

**10.0** During the entire period of validity of this contract, the contractor shall be required to fulfil the following conditions, failing which the contractor shall be liable for penalty as determined by the Company:

(i) In case the contractor fails to place the cranes and tractor-trailer(s) for duties in time on any particular day, without prior permission from Company, then delayed placement will not normally be accepted. On such occasions, cranes, tractor-trailer(s) will be treated as shutdown and the same will attract pro-rata deduction of fixed charges.

(ii) The cranes, tractor-trailer(s) of the contractor under this agreement will be used for jobs like loading, unloading, shifting, aligning, handling, placing etc. of all types of Company's materials, at storage yard and at OIL's operational areas in Odisha.

(iii) The tractor-trailer(s) will be required to transport pipes, tubular and other heavy materials of the company to various operational sites & vice-versa. Loading and unloading of materials at OIL's operational sites will be arranged by the company, wherever required.

(iv) The operator & each member of the crew when operating the cranes, tractor-trailer(s) must be in physically and mentally fit condition and shall not be under influence of intoxication of any type. Any violation of this clause will make the contractor liable to pay to the Company the damages as stipulated by Company.

(v) The operator and crew shall have to comply with all the requirements as provided in the Motor Vehicle Act and the Rules framed there under.

**11.0** During the currency of this Contract, the contractor shall not:

(i) Withdraw any tractor-trailer(s) from service for any reason nor operate any of the crane, tractor-trailer(s) for private purpose.

(ii) Refuse to base & deploy crane, tractor-trailer(s) at any station or as specified by the authorized personnel of the Company from time to time in writing in connection with Company's activities.

(iii) Refuse to carry out any job authorized by the Company's personnel.

**12.0 PAYMENT TERMS:**

i) The first rent for the offered space will be payable only after OIL takes possession of the Warehouse with open yard facility or on storage of first material by OIL, whichever is earlier. The subsequent rentals shall be paid in the end of every month after deduction of applicable Taxes.

ii) The quoted monthly rental charge includes the cost of security services, services for handling of materials and the expenditure likely to be incurred by the contractor before handover of the offered space to the Company.

iii) OIL shall reimburse the electricity charges for the occupied area and for the duration of the lease on submission of the invoice and the bills received from the appropriate authorities.

iv) OIL shall reimburse the fuel and maintenance costs of the backup generator set on an as-and-when-required basis on submission of the bills which must be certified by OIL authorised person.

v) For purpose of payment for the logistic service rendered, the following must be considered by the contractor:

a. Fixed charges of the Hydra Crane include the cost of Diesel, Lubricant, Lifting accessories, first-aid & safety equipment.

b. Running charges for Hydra Crane shall be payable only in the event of its running on road outside the yard. Also, no additional payment shall be made due to fuel price variation in case of Hydra Crane.

c. Fixed charges of the 20 MT Tractor trailer (Fixed unit) should include cost of Lubricant, Lifting accessories, first-aid & safety equipment.

d. First Variation in the running charges quoted against 20 MT Tractor trailer (Fixed unit) will be effective provided average fuel (HSD) price of the month preceding the month for which the payment is due changes plus or minus 5.0% (Five percent) over the HSD price quoted at the time of bidding. Subsequent variations in running charges will be effective once the average fuel (HSD) price of the month preceding the month for which payment is due changes plus or minus 5% over the prevalent fuel price corresponding to the existing running charge. For any average fuel price variation within 5% of the prevailing rate, there will not be any change in the running

charge. The variation in running charges will be calculated @ Rs. 0.12/Km (excluding GST) for variation of Rupee 1.00 per litre of fuel price. However, the lower threshold limit of running charge per Km is limited to 0 (zero).

e. No additional payment shall be made due to fuel price variation in case of Call-out units.

f. The HSD price at Bhubaneswar, Odisha, considered while quoting the rates against Logistic services is Rs. \_\_\_\_\_/Litre **(to be quoted by the bidder in the space provided in the price bid format)**.

g. To accept, as final, the Log Sheets / statements maintained by the Company for day-to-day running of the tractor-trailer(s), in addition to his / her / their maintaining triplicate records of such Log Books / Statements, duly countersigned by the Company's representative and shall submit such information and bills in such manner as prescribed by the Company's representative at the commencement of the service or as modified from time to time.

h. To exclude from monthly bills such Kilometres that are involved in contractor's account such as garaging, servicing etc. The Company will make payment only for the Job / journeys / trips authorized by the Company's Engineer / Representative.

i. Payment for the services of the crane and tractor trailer will be made, not often than monthly, only after satisfactory completion of the work within 15 days of submission of the bills by the contractor. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's authorized representative before any such final payment is made.

j. In the event of requirement of a Fork Lifter, the contractor shall have to provide its services at the rate quoted by the contractor.

**13.0** For proper and efficient functioning of the cranes, tractor-trailer(s) services contemplated under this Contract the contractor shall:

(i) Furnish along with related Power of Attorney / Affidavit the name and specimen signature of the authorized representative who will be in overall charge of obligations, including preparing bills, receive cheques etc.

(ii) Arrange for representative to report to Company's representative daily to receive instructions as necessary.

(iii) Furnish advance program of maintenance / servicing of crane, tractor-trailer(s).

(iv) Freely consult the Company's representative regarding ways and means to improve the quality of service to Company's satisfaction and to maintain a high standard of service.

**14.0** The contract period will be counted from the date of possession of the Warehouse with open yard facility by the Company.

**15.0** The units supplied under this Contract will normally be used for maintenance and transportation of tubular and all other Company's materials, from one place to another within OIL's areas of activities in Odisha.

- 16.0** The Contractor will be held responsible for any damage / loss that may be caused to the Company's materials during loading / unloading / transportation and will have to make good the losses that might be incurred by the Company.
- 17.0** The vehicles under this Contract will be based normally at storage yard / Bhubaneswar / Cuttack, but will be required to make trips to OIL's operational sites in Odisha. From time to time, the vehicles may be required to halt overnight at well site other than the base station, but no additional halting charges will be payable. In such an event, the contractor shall have to bear the expenditures / arrangements as necessary.
- 18.0** The contractor will ensure that all the crew members of each vehicle supplied under this Contract regularly use personal protective equipment (PPE) as per requirement of the Oil Mines Act, 1952 and Oil Mines Regulations, 1984. If any of the crew members is found without PPE, the respective vehicle will not be used by the company and such period of non-use will be treated as shutdown.
- 19.0** The crew members engaged by the contractor will be required to undergo Mines Vocational Training to be imparted by the company.
- 20.0** The contractor will ensure that his crew members follow the instruction of the company's Engineer / Representative present at site and do not violate any safety norms. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / for safe operation.
- 21.0** Crane & Tractor-trailer units shall have provision of audio-visual alarm for reversing.
- 22.0** Only adult persons in sound health are to be employed by the contractor. In no case, minor or adolescent workers will be allowed for working in oil field operations.
- 23.0** All activities are to be in compliance with the provisions of Oil Mines Regulations 1984, Mines Act 1952.
- 24.0** "ON OIL INDIA DUTY" should be painted prominently above the windshield glass / number plate of all vehicles (excludes optional call-out vehicles).
- 25.0** In order to maintain necessary operational efficiency, the contractor shall be responsible for transportation of fuel, crew, expedients, repair staff or any other assistance required by the crane, tractor-trailer(s)/crew to meet the urgency of the connected operations.
- 26.0** The contractor to ensure that the time taken by the crane, tractor-trailer(s) in movement from one field / site to another field / site shall not exceed the normal traveling time. The "NORMAL TRAVELING TIME" shall be computed at standard average speed.
- 27.0** The contractor shall have to provide adequate quality of tools, tackles, slings, hooks, dunnage material, other expedient for loading / unloading etc. to ensure prompt and efficient operations in slushy and difficult oil field conditions by the crane, tractor-trailer(s) and, as per the requirement of the operation to obtain an optimum use of crane, tractor-trailer(s). He shall also maintain all the crane, tractor-trailer(s) in perfect working condition for the rated capacity and designed efficiency during the period of contract. This is an essential obligation of the contractor.
- 28.0** The Company shall not be responsible for any claim / compensation that arise due to damages / injury to the contractor's crane, tractor-trailer(s) / vehicle / property /

operator / driver / rigger – slinger / labours and staffs under any circumstances while the crane, tractor-trailer(s) were / are / is engaged for the OIL duty by him.

**29.0** The contractor shall ensure that his crew should refrain from smoking or carry any inflammable substance at the installations / rig-site / stores yards etc. while on duty with OIL. The contractor shall also abide by and comply with all rules regarding safety and security measures while on duty with OIL as per the Mines Act / any other act or statutory order or executive instructions from the competent authority as per directions issued by the safety representative of the OIL and also of its representative at the work site / installations. The contractor shall provide necessary safety kits and liveries as per the regulations to his employees.

**30.0 OIL'S OBLIGATIONS:**

- i) OIL shall permit Contractor or their agent to enter the warehouse and premises for inspection and to carry out repairs etc. as and when necessary, basis.
- ii) The contractor has to install electric energy meter for ascertaining the consumption of electricity.
- iii) OIL will be responsible for any deliberate breakage of fittings and fixtures in the ware house during our period of occupancy.
- iv) OIL will not make any major alterations or additional construction in the premises without Contractor's approval but OIL shall have the right to install any additional fittings and fixtures etc. in the ware house or yard if required. Before handover or on contract termination if any fixtures and fittings are provided during occupancy, the same will be normalized and made as earlier.
- v) Notwithstanding the provisions contained above, in the event of breach of the terms of the contract or deliberate acts of omission or commission for affecting smooth occupancy of the premises and activity therein or being no longer required by OIL, the contract is terminable by two months' notice at any time in writing by either party.

**END OF SECTION-III**

**END OF PART-3**

**LIST OF PROFORMAS & EXHIBITS, ETC. FOR THE TENDER**

***(Bidders are advised to submit all the proformas applicable to them and fill the table below)***

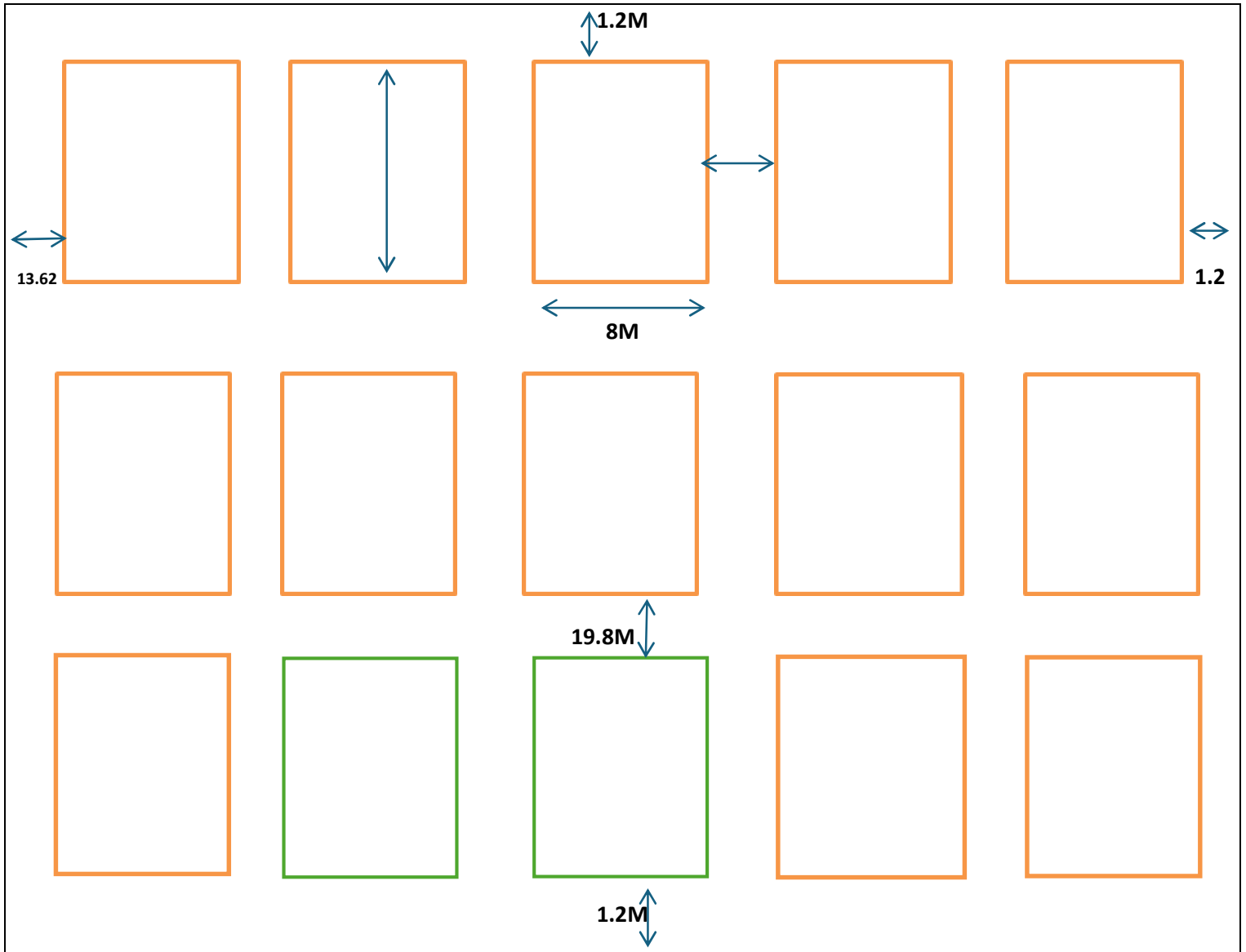
<b>Sl. No.</b>	<b>Proforma-No.</b>	<b>Form Description</b>	<b>Submitted (Yes/No/Not applicable)</b>
	<a href="#">Proforma-A</a>	List of Pipe Storage Racks	
	<a href="#">Proforma-B</a>	Price Bidding Format  (To be uploaded in the Price/Financial Bid, if the price bid format indicating the prices is uploaded in the technical bid, the bid will be straightaway rejected)	
	<a href="#">Proforma-C</a>	Bid Form	
	<a href="#">Proforma-D</a>	Statement of Non-Compliance (if any)	
	<a href="#">Proforma-E</a>	Letter of Authorisation for attending Bid Opening format	
	<a href="#">Proforma-F</a>	Letter of Authority format	
	<a href="#">Proforma-G</a>	Form of Bid Security	
	<a href="#">Proforma-H</a>	Bid Security Declaration	
	<a href="#">Proforma-I</a>	Performance Bank Guarantee  Format	
	<a href="#">Proforma-J</a>	Format of Undertaking by Bidders towards submission of authentic information/documents	
	<a href="#">Proforma-K</a>	Certificate of compliance to financial criteria	
	<a href="#">Proforma-L</a>	Commercial Check List	
	<a href="#">Proforma-M</a>	Undertaking towards details of Bank Guarantee	
	<a href="#">Proforma-N</a>	Safety Measures	

<b>Sl. No.</b>	<b>Proforma-No.</b>	<b>Form Description</b>	<b>Submitted (Yes/No/Not applicable)</b>
	<a href="#">Proforma-O</a>	Integrity Pact	
	<a href="#">Proforma-P</a>	Undertaking for Local Content	
	<a href="#">Proforma-Q</a>	Format of Agreement between Bidder and Parent/Subsidiary/Sister Subsidiary/Co-subsidiary	
	<a href="#">Proforma-R</a>	Parent Company/Subsidiary Company Guarantee format	
	<a href="#">Proforma-S</a>	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	
	<a href="#">Proforma-T</a>	Form of PBG by Supporting Company	
	<a href="#">Proforma-U</a>	Declaration Format for Supporting Company	
	<a href="#">Proforma-V</a>	JV member having more than 50% stake Corporate Guarantee	
	<a href="#">Proforma-W</a>	Parent/Ultimate Parent/Holding Company's Corporate Guarantee towards Financial Standing	
	<a href="#">Proforma-X</a>	Certificate of Annual Turnover & Net Worth	
	<a href="#">Proforma-Y</a>	Technical Evaluation Sheet for BEC	
	<a href="#">Exhibit-I</a>	Undertaking towards compliance of provisions for restrictions on procurement from a bidder of a country which shares land border with India	
	<a href="#">Exhibit-II</a>	Undertaking for works involving possibility of sub-contracting	
	<a href="#">Exhibit-III</a>	Additional Undertaking by bidder	

<b>Sl. No.</b>	<b>Proforma-No.</b>	<b>Form Description</b>	<b>Submitted (Yes/No/Not applicable)</b>
		in cases of Specified Transfer of Technology (ToT)	
	<a href="#">Appendix-1</a>	Declaration about Bidder's Financial Standing	
	<a href="#">Appendix-2</a>	Declaration that bidder is not under Holiday List/Delisted/Blacklist/Debarred in OIL	

**OIL INDIA LIMITED  
MAHANADI BASIN PROJECT, BHUBANESWAR**

**Indicate Layout of pipe Racks (15Nos.) in Open Yard for OILs operation in Odisha**



**PRICE BID FORMAT**

**THE PRICE BID FORMAT IN EXCEL SHEET IS UPLOADED AND CAN BE ACCESSED FROM  
THE NOTES & ATTACHMENT**

**BID FORM**

**To**  
**M/s OIL INDIA LIMITED**  
**MAHANADI BASIN PROJECT**  
**IDCO TOWER (3<sup>RD</sup> FLOOR)**  
**JANPATH, BHUBANESWAR-751022**  
**ODISHA, INDIA.**

**Sub:** Hiring of warehouse facility with open yard in Cuttack or Khordha districts in the state of Odisha for storage of materials like heavy steel tubular and Drilling & production consumables inclusive of Logistic Services consisting of: 1 - Hiring of 14 MT Hydra Crane (Pick & Carry), Item 2 - Hiring of Minimum 20 MT Tractor-Trailers & Item 3 - Hiring of Minimum 40 MT Crane (on call out basis) for OIL's operational areas in Odisha for a period of 3 (three) years extendable by another 1 (one) year at the same rates, terms and condition.

*Gentlemen,*

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

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

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

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

**Seal of the Bidder:**

**STATEMENT OF NON-COMPLIANCE (IF ANY)**

**(Only exceptions/deviations to be rendered)**

**1.0** The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the IFB stipulations, terms, and conditions in respect of each Section of Bid Document in the following format:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**Signature of Bidder:** \_\_\_\_\_

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

**NOTE:** OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the **“Statement of Non-Compliance”** in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the IFB requirements.

**PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**TO  
ED (OFFSHORE) -HoD  
OIL INDIA LIMITED  
MAHANADI BASIN PROJECT  
IDCO TOWER (3<sup>RD</sup> FLOOR)  
JANPATH, BHUBANESWAR-751022  
ODISHA, INDIA.**

Sir,

**SUB:** Hiring of warehouse facility with open yard in Cuttack or Khordha districts in the state of Odisha for storage of materials like heavy steel tubular and Drilling & production consumables inclusive of Logistic Services consisting of: 1 - Hiring of 14 MT Hydra Crane (Pick & Carry), Item 2 - Hiring of Minimum 20 MT Tractor-Trailers & Item 3 - Hiring of Minimum 40 MT Crane (on call out basis) for OIL's operational areas in Odisha for a period of 3 (three) years extendable by another 1 (one) year at the same rates, terms and condition.

I/We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB for Hiring of warehouse facility with open yard in Cuttack or Khordha districts in the state of Odisha for storage of materials like heavy steel tubular and Drilling & production consumables inclusive of Logistic Services consisting of: 1 - Hiring of 14 MT Hydra Crane (Pick & Carry), Item 2 - Hiring of Minimum 20 MT Tractor-Trailers & Item 3 - Hiring of Minimum 40 MT Crane (on call out basis) for OIL's operational areas in Odisha for a period of 3 (three) years extendable by another 1 (one) year at the same rates, terms and condition.

Yours Faithfully,

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

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

**Signature of Bidder:** \_\_\_\_\_

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

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

**PROFORMA LETTER OF AUTHORITY**

**TO  
ED (OFFSHORE) - HoD  
OIL INDIA LIMITED  
MAHANADI BASIN PROJECT  
IDCO TOWER (3<sup>RD</sup> FLOOR)  
JANPATH, BHUBANESWAR-751022  
ODISHA, INDIA.**

Dear Sir,

**SUB:** \_\_\_\_\_

We \_\_\_\_\_ of \_\_\_\_\_  
Confirm that Mr. \_\_\_\_\_  
\_\_\_\_\_ (Name and Address) is authorised to represent us to Bid, negotiate and  
conclude the agreement on our behalf with you against IFB for \_\_\_\_\_ for any  
commercial/ Legal purpose etc.

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

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

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

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**NOTE:** This letter of authority shall be on printed letter head of the bidder and shall be  
signed by a person competent and having the power of attorney (Power of attorney shall be  
annexed) to bind such Bidder.

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT)**

**To**  
**M/s OIL INDIA LIMITED**  
**MAHANADI BASIN PROJECT**  
**IDCO TOWER (3<sup>RD</sup> FLOOR)**  
**JANPATH, BHUBANESWAR-751022**  
**ODISHA, INDIA.**

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Bhubaneswar, Odisha, India (hereinafter called the Company's) Tender No. \_\_\_\_\_ KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*\_\_\_\_\_ ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suo-moto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

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

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 \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

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

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

\* The Bidder should insert the amount of the guarantee in words and figures.

\*\* **Date of expiry of Bank Guarantee should be as mentioned in the Forwarding Letter/Introduction of this bid document.**

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

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.

**BID SECURITY DECLARATION**

(To be submitted on Bidder's letter head in case bidder is exempted from Bid Security/EMD)

**To,**

**M/s OIL INDIA LIMITED  
MAHANADI BASIN PROJECT  
IDCO TOWER (3<sup>RD</sup> FLOOR)  
JANPATH, BHUBANESWAR-751022**

**Sub: IFB No. CBI1752P27** for "Hiring of warehouse facility with open yard in Cuttack or Khordha districts in the state of Odisha for storage of materials like heavy steel tubular and Drilling & production consumables inclusive of Logistic Services consisting of: 1 - Hiring of 14 MT Hydra Crane (Pick & Carry), Item 2 - Hiring of Minimum 20 MT Tractor-Trailers & Item 3 - Hiring of Minimum 40 MT Crane (on call out basis) for OIL's operational areas in Odisha for a period of 3 (three) years extendable by another 1 (one) year at the same rates, terms and condition."

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

For M/s \_\_\_\_\_(name of the firm here)

Signature of Authorized Signatory

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

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

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

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

**FORM OF PERFORMANCE BANK GUARANTEE**

To:

**M/s OIL INDIA LIMITED  
MAHANADI BASIN PROJECT  
IDCO TOWER (3<sup>RD</sup> FLOOR)  
JANPATH, BHUBANESWAR-751022  
ODISHA, INDIA.**

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contact No. \_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, 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 arguments, 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 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 thereunder 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 Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall is restricted up to Rs.\_\_\_\_\_
- b) This guarantee shall be valid till .....
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by 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 the Bank \_\_\_\_\_  
Address \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

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

**Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)**

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

Date \_\_\_\_\_

**Sub:** Undertaking of authenticity of information/documents submitted against the tender for “Hiring of warehouse facility with open yard in Cuttack or Khordha districts in the state of Odisha for storage of materials like heavy steel tubular and Drilling & production consumables inclusive of Logistic Services consisting of: 1 - Hiring of 14 MT Hydra Crane (Pick & Carry), Item 2 - Hiring of Minimum 20 MT Tractor-Trailers & Item 3 - Hiring of Minimum 40 MT Crane (on call out basis) for OIL's operational areas in Odisha for a period of 3 (three) years extendable by another 1 (one) year at the same rates, terms and condition.”

**To,  
ED (OFFSHORE) -HoD  
MAHANADI BASIN PROJECT  
IDCO TOWER (3<sup>RD</sup> FLOOR)  
JANPATH, BHUBANESWAR-751022**

**Sir,**

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE  
OFFICIAL LETTER HEAD OF THE BIDDER)**

**CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

**Ref : Note 'b' under Clause 4.5 of Financial Criteria of BEC/BRC**

I \_\_\_\_\_ the authorized signatory(s) of \_\_\_\_\_ (Company or Firm name with address) do hereby solemnly affirm and declare/ undertake as under:

**The balance sheet/Financial Statements for the financial year \_\_\_\_\_ have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original Bid closing date/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).

**COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
1.	Bidding structure	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST .....%
6.	EMD Details: Whether Bid security of requisite value and validity submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One Hundred Twenty) days from the date of bid opening.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	

12.	Confirm that percentage of Local Content along with Certificate of Incorporation/registration and other relevant documents required under BEC Clause No. 2.0 has been submitted.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures.	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19.	Confirm that you have duly filled up and submitted the Technical Evaluation Sheet for BEC	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_

**PROFORMA-M**

**UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE**

To,

**OIL INDIA LIMITED  
MAHANADI BASIN PROJECT  
IDCO TOWER (3<sup>RD</sup> FLOOR)  
JANPATH, BHUBANESWAR-751022  
ODISHA, INDIA.**

We, M/s..... are submitting the Performance Security in favour of Oil India Limited, Bhubaneswar in the form of bank guarantee bearing Reference No. ....for an amount of INR..... valid up to ..... as per terms and conditions of Tender/Contract No. ....

**BG issuing bank details:-**

Bank	
Branch IFS Code	
<b>Contact Details</b>	Mobile
E-mail Addresses	Telephone
	Fax
<b>Correspondence Address</b>	State
H No/Street/City	Country
	Pin Code

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: \_\_\_\_\_

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

Vendor Code: \_\_\_\_\_

Email ID: \_\_\_\_\_

Mobile No: \_\_\_\_\_

Encl: Original bank guarantee

**To,  
ED (OFFSHORE) -HoD  
MAHANADI BASIN PROJECT  
IDCO TOWER (3<sup>RD</sup> FLOOR)  
JANPATH, BHUBANESWAR-751022  
ODISHA, INDIA.**

**SUB: SAFETY MEASURES**

**Description of service:** Hiring of warehouse facility with open yard in Cuttack or Khordha districts in the state of Odisha for storage of materials like heavy steel tubular and Drilling & production consumables inclusive of Logistic Services consisting of: 1 - Hiring of 14 MT Hydra Crane (Pick & Carry), Item 2 - Hiring of Minimum 20 MT Tractor-Trailers & Item 3 - Hiring of Minimum 40 MT Crane (on call out basis) for OIL's operational areas in Odisha for a period of 3 (three) years extendable by another 1 (one) year at the same rates, terms and condition.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during the execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item (b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the HSE (Health, Safety & Environment) Specification as outlined under the SECTION-II: SOW (HEALTH, SAFETY AND ENVIRONMENT SPECIFICATION) of the tender.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s\_\_\_\_\_

FOR & ON BEHALF OF CONTRACTOR

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **“Hiring of warehouse facility with open yard in Cuttack or Khordha districts in the state of Odisha for storage of materials like heavy steel tubular and Drilling & production consumables inclusive of Logistic Services consisting of: 1 - Hiring of 14 MT Hydra Crane (Pick & Carry), Item 2 - Hiring of Minimum 20 MT Tractor-Trailers & Item 3 - Hiring of Minimum 40 MT Crane (on call out basis) for OIL's operational areas in Odisha for a period of 3 (three) years extendable by another 1 (one) year at the same rates, terms and condition”**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

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

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

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

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of

6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section: 2 -Commitments of the Bidder/Contractor**

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

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

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

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

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

v. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

vi. The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

vii. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

**(3)** The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

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

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

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

**5.** Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later.** Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

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

**1.** If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

**(2)** If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

**3.** The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the

exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

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

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its subcontractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

#### **Section: 8 -External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

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

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

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

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

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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

**3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.**

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

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place:  
Date:

**UNDERTAKING FOR LOCAL CONTENT**  
**(To be submitted in the letter head of the bidder)**

We, \_\_\_\_\_ (Name of the bidder) have submitted Bid against Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for Hiring of warehouse facility with open yard in Cuttack or Khordha districts in the state of Odisha for storage of materials like heavy steel tubular and Drilling & production consumables inclusive of Logistic Services consisting of: 1 - Hiring of 14 MT Hydra Crane (Pick & Carry), Item 2 - Hiring of Minimum 20 MT Tractor-Trailers & Item 3 - Hiring of Minimum 40 MT Crane (on call out basis) for OIL's operational areas in Odisha for a period of 3 (three) years extendable by another 1 (one) year at the same rates, terms and condition. We hereby undertake that we meet the mandatory minimum local content requirement as per the 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.** The percentage of Local Content in the bid is \_\_\_\_ %.

For and on behalf of \_\_\_\_\_

Authorized signatory \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Contact No. \_\_\_\_\_

**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  
(Bidder)

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

M/s.  
Witness:

M/s.  
Witness:  
1) 1)  
2) 2)

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

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

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, 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 \_\_\_\_\_

Witness:

1. Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Common seal of the Company \_\_\_\_\_

Witness:

2. Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

To  
**CGM-KGB&MBP -HoD**  
**M/s OIL INDIA LIMITED**  
**MAHANADI BASIN PROJECT**  
**IDCO TOWER (3<sup>RD</sup> FLOOR)**  
**JANPATH, BHUBANESWAR-751022**  
**ODISHA, INDIA.**

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.

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,

**ED-OFFSHORE -HoD  
M/s OIL INDIA LIMITED  
MAHANADI BASIN PROJECT  
IDCO TOWER (3<sup>RD</sup> FLOOR)  
JANPATH, BHUBANESWAR-751022  
ODISHA, INDIA.**

Dear Sir,

This has reference to your Tender No. .... Dated ..... 20\_\_ on the subject for “**Hiring of warehouse facility with open yard in Cuttack or Khordha districts in the state of Odisha for storage of materials like heavy steel tubular and Drilling & production consumables inclusive of Logistic Services consisting of: 1 - Hiring of 14 MT Hydra Crane (Pick & Carry), Item 2 - Hiring of Minimum 20 MT Tractor-Trailers & Item 3 - Hiring of Minimum 40 MT Crane (on call out basis) for OIL's operational areas in Odisha for a period of 3 (three) years extendable by another 1 (one) year at the same rates, terms and condition”.**

We.....(Name of the Company) confirm that we will engage and deploy the services and all the key personnel including the rank of driller and above of the Subsidiary/Parent /Sister Subsidiary/Co-subsidiary company /Joint Venture constituents 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)

**JOINT VENTURE COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL  
STANDING**

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

**DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... [Name of JV member with more than 50% stake] 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 \_\_\_\_\_ [Name of the incorporated Joint Venture Company] intends to bid against the said tender based on the financial strength of M/s \_\_\_\_\_ [Complete Name of JV member with more than 50% stake] and whereas M/s \_\_\_\_\_ [Complete Name of JV member with more than 50% stake] 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 it hold ..... (in percentage, should be more than 50%) stake in the M/s \_\_\_\_\_ [Name of the incorporated Joint Venture Company].
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 ..... during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is minimum INR ..... for the accounting year preceding the original bid closing date.
5. The Guarantor undertakes to provide financial support to ..... [Name (s) of other JV members] for executing the project/job, in case the same is awarded to the M/s \_\_\_\_\_ [Name of the incorporated Joint Venture Company].

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 ..... [Name of the incorporated Joint Venture Company].

- (b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the contract price entered between the M/s \_\_\_\_\_ [Name of the incorporated Joint Venture Company] 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 the bidder M/s .....	For and on behalf of M/s ..... (Name of JV member with more than 50% stake)
<u>Witness:</u>  1.  2.	<u>Witness:</u>  1.  2.

**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:

6. The Guarantor confirms that the Bidder is a subsidiary of the Guarantor.
7. 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.
8. 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.
9. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
10. 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:

- (g) 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.

- (h) 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.
- (i) This Guarantee has been issued after due observance of the appropriate laws in force in India.
- (j) 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.
- (k) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (l) 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.

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s ..... (Name of the Bidder) for the last 03 (Three) completed accounting years upto.....**(as the case may be)** are correct.

<b>YEAR</b>	<b>TURNOVER</b> In INR	<b>NET WORTH</b> In INR

**Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization 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).**

**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"**

Place:  
Date:  
Seal:

Membership Number:

Signature

Registration No.:

UDIN:

**PROFORMA-Y**

**TECHNICAL EVALUATION SHEET FOR BEC**

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

Sl. No	Clause No.	Descriptions	Complaisance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			<u>Yes</u>	<u>No</u>	
1.	1.0	<p><b><u>TECHNICAL CRITERIA</u></b></p> <p><b><u>PAST EXPERIENCE:</u></b></p> <p>The bidder must have successfully executed/completed similar Works over the last 7(seven) years reckoned from the Original Bid Closing Date in Central/State Government/ PSUs/</p> <p>Public Limited Company as under -</p> <p>At least one similar completed works costing not less than the amount equal to Rs. 1.85 Crore</p> <p>Similar works: Hiring of warehouse facility for storage of heave steel tubulars and drilling &amp; production consumables inclusive of logistics services.</p> <p>A. The proposed warehouse facility with open yard must meet the following evaluation criteria failing which the offer shall be rejected.</p> <p>1) The open yard measuring 2 (two) acres (minimum) should be offered on</p>			

	<p>rent for at least 3 (three) years, extendable by another one year, to store material like heavy steel tubulars (casings, tubings, line pipe etc.), drilling consumables, production consumables etc.</p> <p>2) Bidder has to submit an undertaking in technical bid categorically confirming the following:</p> <p>i) In addition to the open yard, a covered warehouse measuring minimum 464 square metres (5000 square feet) with facilities as specified under PART-3: "Terms of Reference", will also be provided.</p> <p>ii) The offered space will be , as specified under PART-3: "Terms of Reference", and will be handed over to Oil India Limited within 60 days of issuance of LOA.</p> <p>Note: Offers indicating handing over time more than 60 days from the date of issuance of LOA will be rejected. Bidders are encouraged to indicate the best handing over schedule in their technical bid.</p> <p>iii) The logistics services shall be provided strictly as per the Notice / Letter of Intimation issued by the Company.</p> <p>iv) The electricity and water connections will be permanent ones and any temporary connections at the above premises will not be provided, for which documentary proof should be submitted by the bidder in the offer,</p> <p>v) All major repairs to be complied with for a proper use of the ware house and to bring it to the stage of initial occupation shall be carried out immediately up on receiving the request from OIL; both owner or his representative and OIL will carry out joint inspection. On inspection, damages / repairs will be decided by the owner or his representative. New construction will be completed in all respects.</p> <p>vi) 15 (fifteen) numbers of pipe storage racks as per the drawing enclosed vide Proforma - A, shall be constructed prior to handing over the offered</p>			
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	<p>space to Oil India Limited.</p> <p>3) Documentary evidences to substantiate that the property offered possesses the name of the proprietor / partner / immediate relative (spouse or father or mother of the proprietor / partner) and requisite clearances from Municipal Authority / Concerned Revenue Circle / Panchayat, as applicable. In case the offered property is on lease from land lord for development as a warehouse with open yard facility for OIL on contract, the lease agreement for the duration of the contract along with the property papers must be submitted in the technical bid.</p> <p>4) Bidder has to submit the following sets of layout &amp; drawing along with the technical bid:</p> <p>a. Plan, Elevation, Cross Section &amp; Structural Drawing duly certified by a Chartered Engineer.</p> <p>b. Layout of yard showing the warehouse with entry / exit from the public road.</p> <p>c. Key map of the yard &amp; warehouse.</p> <p>d. Digital Photographs of the entire area.</p> <p>B. Services of one number of 14 MT Hydra Crane are also required to be provided for handling Oil well equipment and tubular at the Warehouse with open yard and at OIL's operational areas in Odisha. The bidder has to provide the following documents in the technical bid:</p> <p>a. Attested Photocopy of RC book of the unit.</p> <p>b. Copy of the valid driving/operating license of the Operator / driver of the Hydra</p> <p>c. In case the unit is hired from a third party for rendering its services in this contract, then the bidder must submit a legally valid Memorandum of Understanding with the third party executed in a non-judicial stamp paper for the complete duration of the contract.</p>			
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		<p>C. Services of 20 MT Tractor-Trailer (01 No. fixed &amp; 01 No. on call out basis) are also required to be provided for handling Oil well equipment and tubular at the Warehouse with open yard and at OIL's operational areas in Odisha. The bidder has to provide the following documents in the technical bid only for the fixed 20 MT Tractor-Trailer:</p> <p>a. Attested Photocopy of RC book.</p> <p>b. Copy of the valid driving / operating license of the Operator / driver.</p> <p>c. Make &amp; Model of the tractor units offered should be clearly indicated in the technical bid.</p> <p>d. Copy of manufacturer's technical leaflet / brochure of the tractor units offered containing all above technical details amongst others.</p> <p>e. Contractor must give an undertaking declaring that if awarded with the contract by OIL, he / she would supply the tractor trailer units strictly as per tendered specifications.</p> <p>f. In case the units are hired from a third party for rendering its services in this contract, then the bidder must submit a legally valid Memorandum of Understanding with the third party executed in a non-judicial stamp paper for the complete duration of the contract.</p> <p>5. After opening of the Technical Bids , OIL's team will visit the proposed site for verification and inspection of the proposed sites for Technical criteria compliance. Based on the inspection report, the offer will be considered for price bid opening.</p>			
2.	2.0	<p><b><u>FINANCIAL CRITERIA</u></b></p> <p>The contractor/firm should have annual financial turnover of at least Rs. 36.92 lakhs in any of the preceding 3 (three) financial years reckoned from the original bid closing date. Also, the Net worth of the bidder should be positive for the preceding financial/accounting year. The proof of Annual</p>			

		Turnover should be either in the form of Audited Profit & Loss Account / Audited Annual Reports or Certificate from Chartered Accountant/Cost Accountant Firm indicating their Membership & Firm Registration number.			
3.	3.0	<p><b><u>PRICE EVALUATION CRITERIA:</u></b></p> <p>3.1 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.</p> <p>3.2 The quantities shown against each item in the "<b>Price Bid Format/ Proforma-B</b>" 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 number of days/parameter, as the case may be.</p> <p>3.3 Price evaluation of bids shall be carried out based on the grand total value quoted by the bidder in the <b>price bid format/ Proforma-B</b> which includes all taxes, duties and levies including Customs Duty and GST. <b>The bidder must enter an ALL-INCLUSIVE PRICE (INCLUDING GST) against the "OFFER PRICE" field while creating their response against the tender in GeM portal.</b></p> <p>3.4 For evaluation purposes, quoted unit rates against each Line Item of the price bidding format shall be considered only up to two (2) decimal places without rounding off for evaluation. The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.</p>			

	<p>3.5 Bidders are required to quote for all the items in the BOQ/Price Bid/ Financial Document, else the bid will be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0".</p> <p>3.6 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>3.7 In case of identical overall lowest offered rate by more than 01(one) bidder, the selection will be made in accordance with GeM GTC.</p> <p>3.8 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> <p>3.9 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>3.10 However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.</p> <p>3.11 Input Tax Credit on GST (Goods &amp; Service Tax) for this service is NOT available to OIL &amp; the bids will be evaluated based on total price including GST.</p> <p>3.12 Based on the evaluation of techno-commercially qualified bidders,</p>			
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		<p>the job will be awarded to L-1 bidder.</p> <p>3.13 Price Bid will be evaluated as per <b>Proforma-B/Price Bid Schedule</b> (total combined value). In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.</p>			
4.	4.0	<p><b><u>GENERAL EVALUATION CRITERIA:</u></b></p> <p>4.1 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.</p> <p>4.2 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. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p>4.3 If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.</p>			

		<p>4.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC &amp; Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.</p> <p>4.5</p> <p>4.6 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.</p> <p><b>4.7</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.</p>			
5.	5.0	<p><b>PURCHASE PREFERENCE CLAUSE:</b></p> <p><b>5.1 PURCHASE PREFERENCE TO MSE BIDDERS:</b></p> <p>Purchase Preference to Micro and Small Enterprises is applicable for this tender.</p> <p><b>Documentation required to be submitted by MSEs:</b> 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.</p> <p>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.</p> <p><b>Note:</b> In case bidding MSE is owned by Schedule Caste or Schedule Tribe Woman entrepreneur, valid documentary evidence issued by the agency has registered the bidder as MSE owned by SC/ST/ entrepreneur/Wor</p>			

		<p>Entrepreneurs should also be enclosed.</p> <p><b>5.2 PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP-LC):</b> Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. <b>FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 of MoPNG</b> shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.</p> <p>CONCURRENT APPLICATION OF PURCHASE PREFERENCE POLICIES: Contract(s) shall be 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><b>Notes:</b></p> <p>(i) The eligibility for MSE &amp; Class-I Local Supplier shall be guided by the PPP- MSE Order &amp; PPP-MII Order respectively as stipulated under Clause Nos. 7.1 &amp; 7.2 above.</p> <p>(ii) The matching of the overall price to that of the L1 bidder shall be done by reducing the rates proportionately to the L1 bidder.</p> <p>(iii) A timeframe of 07 days will be provided for matching the rate and in the event of non-acceptance or non-response within the allotted 07 days, the same will be offered to the next eligible bidder.</p>			
6.	6.0	<p><b>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</p>			

		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 <b>PROFORMA-K</b> .			
7.	7.0	<b>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.			
8.	8.0	<b>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>CHECKLIST-I</b> ) and COMMERCIAL CHECK-LIST ( <b>CHECKLIST-II</b> ).			

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON  
PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER  
WITH INDIA**

**(On Bidder's Letter Head)**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**  
**(On Bidder's Letter Head)**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY(ToT)**

**(On Bidder's Letter Head)**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**DECLARATION ABOUT BIDDER'S FINANCIAL STANDING**

**(On Bidder's Letter Head)**

**To,  
CGM-KGB&MBP -HoD  
M/s OIL INDIA LIMITED  
MAHANADI BASIN PROJECT  
IDCO TOWER (3<sup>RD</sup> FLOOR)  
JANPATH, BHUBANESWAR-751022  
ODISHA, INDIA.**

**Sub:** Undertaking/Declaration regarding financial standing.

**Ref:** BEC clause no. 5.16 against **Hiring of warehouse facility with open yard in Cuttack or Khordha districts in the state of Odisha for storage of materials like heavy steel tubular and Drilling & production consumables inclusive of Logistic Services consisting of: 1 - Hiring of 14 MT Hydra Crane (Pick & Carry), Item 2 - Hiring of Minimum 20 MT Tractor-Trailers & Item 3 - Hiring of Minimum 40 MT Crane (on call out basis) for OIL's operational areas in Odisha for a period of 3 (three) years extendable by another 1 (one) year at the same rates, terms and condition.**

We, \_\_\_\_\_ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

**(OR)**

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

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

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

\_\_\_\_\_  
(Name & Signature of the authorised  
signatory of the bidder)

**DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY  
LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL**

**(On Bidder's Letter Head)**

**To,  
CGM-KGB&MBP -HoD  
M/s OIL INDIA LIMITED  
MAHANADI BASIN PROJECT  
IDCO TOWER (3<sup>RD</sup> FLOOR)  
JANPATH, BHUBANESWAR-751022  
ODISHA, INDIA.**

**Sub:** Undertaking/Declaration regarding Holiday List, debarment etc.

**Ref:** BEC clause no. 5.16 against **Hiring of warehouse facility with open yard in Cuttack or Khordha districts in the state of Odisha for storage of materials like heavy steel tubular and Drilling & production consumables inclusive of Logistic Services consisting of: 1 - Hiring of 14 MT Hydra Crane (Pick & Carry), Item 2 - Hiring of Minimum 20 MT Tractor-Trailers & Item 3 - Hiring of Minimum 40 MT Crane (on call out basis) for OIL's operational areas in Odisha for a period of 3 (three) years extendable by another 1 (one) year at the same rates, terms and condition.**

We, \_\_\_\_\_ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

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

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

\_\_\_\_\_  
(Name & Signature of the authorised  
signatory of the bidder)

## **SERVICE LEVEL AGREEMENT (SLA)**

**[Only for acceptance; not to be filled and submitted. Shall be executed during Formal Agreement.]**

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_ and the Contractor accepted the same vide \_\_\_\_\_; and

WHEREAS, the Contractor has furnished to Company the performance security in the form of \_\_\_\_\_ for Rs. \_\_\_\_\_ (**being 3% of Total Contract value**).

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

(a) Schedule of Work, quantities, Units & Rates;

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- (b) General Terms & Conditions (GTC);
- (c) Special Terms & Conditions (STC);

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

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

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

Signed, Sealed and Delivered,

For and on behalf of Company  
**(Oil India Limited)**

For and on behalf of Contractor  
**(M/s. \_\_\_\_\_)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Status: \_\_\_\_\_

Status: \_\_\_\_\_

In Presence of:

In Presence of:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**\*\*\*END OF PROFORMAS\*\*\***