



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4761784  
Dated/दिनांक : 11-03-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-04-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-04-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Oil India Limited
Organisation Name/संगठन का नाम	Oil India Limited
Office Name/कार्यालय का नाम	Oil India Limited
Item Category/मद केटेगरी	Custom Bid for Services - Hiring of Mud Engineering Services
Contract Period/अनुबंध अवधि	3 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Payment Timelines	Payments shall be made to the Seller within <b>30</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

**Bid Details/बिड विवरण**

<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes
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**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	14526500

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	1.67
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	39

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Senior Manager (C&P)  
Oil India Limited, OIL INDIA Limited, OIL INDIA Limited, Ministry of Petroleum and Natural Gas  
(Bhavik Hareesh Mody)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

PRICE BID FORMAT - [1710136782.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1710136796.pdf](#)

**Instruction To Bidder:**[1710136802.pdf](#)

**Scope of Work:**[1710136837.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1710136846.pdf](#)

**Service Level Agreement (SLA):**[1710136853.pdf](#)

**Payment Terms:**[1710136865.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1710136873.pdf](#)

**GEM Availability Report ( GAR):**[1710136884.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1710136913.pdf](#)

**Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):**[1710137262.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
19-03-2024 11:00:00	OIL HOUSE, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India

**Custom Bid For Services - Hiring Of Mud Engineering Services ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	

Specification	Values
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of Mud Engineering Services
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Bhavik Haresh Mody	342005,OIL INDIA LIMITED, RAJASTHAN PROJECT, 2-A, SARASWATI NAGAR, DISTRICT SHOPPING CENTRE, BASNI, JODHPUR, RAJASTHAN	1	N/A

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 1. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

OIL INDIA LIMITED  
payable at  
JODHPUR

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

##### 2. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

OIL INDIA LIMITED  
Account No.  
00000010827354741  
IFSC Code

SBIN0000659  
Bank Name  
STATE BANK OF INDIA  
Branch address  
JODHPUR

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

### 3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

OIL INDIA LIMITED  
payable at  
JODHPUR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

### 4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

OIL INDIA LIMITED  
Account No.  
0000010827354741  
IFSC Code  
SBIN0000659  
Bank Name  
STATE BANK OF INDIA  
Branch address  
JODHPUR

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

### 5. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

### 6. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to

exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**



**Report ID:** GEM/GARPTS/10032024/TQ1NJMM821PO

**Report Name:** Mud Engineering Services

**Generated By:** Bhavik Haresh Mody , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

**Generated On:** 10/03/2024

**Valid till:** 09/04/2024

### **GeM Availability Report and Past Transaction Summary**

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

*Order Count and Order Value displayed is on a cumulative basis since GeM inception.*

#### **1. Search String: Mud Engineering**

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.



**Contract & Purchase Department (Rajasthan Field)**

2A, District Shopping Centre, Saraswati Nagar,  
Basni, Jodhpur-342005, Rajasthan, India.

Phone-0291-2729472, Fax: 0291-2727050

E-mails: [bhavik\\_mody@oilindia.in](mailto:bhavik_mody@oilindia.in); [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in)

DATE: 11.03.2024

**GEM AVAILABILITY REPORT NO. GEM/GARPTS/10032024/TQ1NJMM821PO**

**Sub: TENDER NO. GEM/2024/B/4761784 FOR HIRING OF MUD ENGINEERING AND DRILLING WASTE MANAGEMENT SERVICES ALONG WITH CHEMICALS FOR THIRTY SIX (36) NOS. OF WELLS IN RAJASTHAN FIELD FOR A PERIOD OF THREE YEARS.**

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. Rajasthan Field of Oil India Limited (OIL), is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. OIL has also strategically diversified into Renewable Energy Business and O&M activities. The Field Office of OIL at Jodhpur is well connected by Road, Rail & Air.

2.0 In connection with its field office being located at Jodhpur, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through GeM portal for **Hiring of Mud Engineering and Drilling Waste Management Services along with Chemicals for thirty six (36) nos. of wells in Rajasthan Field for a period of three years.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in GeM portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through GeM portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

<b>IFB No./ Tender No.</b>	<b>GEM/2024/B/4761784</b>
a. Type of IFB.	Double Packet Bid System
b. Bid Closing Date & Time.	<b>As mentioned in GeM portal</b>
c. Bid Opening Date & Time	<b>As mentioned in GeM portal</b>
d. Priced Bid Opening Date & Time.	<b>Will be notified to the acceptable bidders in due course of time.</b>
e. Bid Submission Mode.	Bid to be uploaded on-line in GeM portal.
f. Bid Opening Place.	Office of the GM-C&P, Oil India Ltd., 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India.
g. Bid Validity.	120 days from bid Closing date.
h. EMD/ Bid Security Value	INR 1,45,26,500.00

i. EMD/ Bid Security validity	165 days from original bid Closing date.
j. Amount of Performance Security	5% of contract value
k. Performance Security Validity	90 days beyond the expiry of the contract
l. Duration of the Contract	Three (03) years
m. Mobilization period	As per Mobilization Clause of BEC
n. Bids to be addressed to.	GM-C&P, Oil India Ltd., 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India
o. Pre-Bid Conference Date	19.03.2024 at 11:30 hrs (IST).
p. Last Date of receipt of Queries.	18.03.2024 up to 17:30 Hrs (IST)

3.0 **Pre-Bid Conference:** A pre-bid conference to explain Company's exact requirements and to reply queries of Bidders, if any, on the tender stipulations will be held on 19.03.2024 at 11:30 hrs (IST) in OIL's Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005, Rajasthan, India. Maximum of two representatives of each bidder will be allowed to attend the pre-bid conference on producing authorization letter. Bidders interested to attend the Pre-Bid Conference should intimate General Manager (C&P), Oil India Limited, Jodhpur latest by 18.03.2024 up to 17:30 Hrs (IST). All pre-bid queries should be submitted to the dealing officer over email (bhavik\_mody@oilindia.in) latest by 18.03.2024 up to 17:30 Hrs (IST). Only those queries received within the cut-off period shall be discussed and replied to during pre-bid meeting.

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

5.0 **GUIDELINES FOR PARTICIPATING IN GEM PORTAL:**

5.1 Bids are to be submitted through GeM Portal. Vendors must use their GeM Seller ID and Password for participation in the tender. Vendors who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - <https://gem.gov.in/>.

5.2 Vendors may also refer to the Seller Help Document for participating in the tender which is uploaded under „For Vendors << GeM Tender“ in OIL's Website. The URL for the same is provided below for ready reference:  
<https://www.oil-india.com/pdf/Custom%20bid%20seller%20end.pdf>.

6.0 **QUERIES/CLARIFICATIONS ON THE TENDER:** The prospective Bidders shall submit their queries/clarifications against the tender through E-mail addressed to General Manager (C&P), OIL INDIA LTD., Rajasthan Project, 2A, District Shopping Centre, Saraswati Nagar, Jodhpur-342005, Rajasthan, India and such queries must reach OIL's Rajasthan Field office at Jodhpur latest by 18.03.2024 up to 17:30 Hrs (IST). OIL shall provide clarifications on the date of pre-bid conference to only those queries received within this date. Replies will also be uploaded in GeM portal. Queries / Clarifications against the tender received beyond 18.03.2024 will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office.

## 7.0 **IMPORTANT NOTES:**

7.1 Bidders shall take note of the following important points while participating in GeM portal:

i) The bid along with all supporting documents must be submitted through GeM portal only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "BID AGAINST TENDER NO. GEM/2024/B/4761784" and addressed to GM (C&P), OIL INDIA LTD., Rajasthan Field, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan (India):

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

**The above documents must be received at OIL's GM- (C&P)'s office at Jodhpur on or before the Bid Closing date and time, failing which the bid shall be rejected.** A scanned copy of all the documents shall also be uploaded by the Bidder along with their Technical Bid in GeM portal.

ii) Bid should be submitted on-line in GEM portal before the bid closing date and time as mentioned in the tender document and will be opened on the same day at the bid opening time mentioned in the tender document at the office of the GM (C&P) in presence of the authorized representatives of the Bidders.

iii) The bidders must enter an all-inclusive price (including GST) against the "OFFER PRICE" field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, shall have to be uploaded under "**Financial Document**" indicating Price Breakup on GeM portal.

iv) Bidders are advised to go through GeM GTC and uploaded bid documents thoroughly before creation of their bids. Bidders may contact the following in case of any query:

a. Mr. Bhavik Haresh Mody, Sr. Manager (Contracts & Purchase)

E-mail: [bhavik\\_mody@oilindia.in](mailto:bhavik_mody@oilindia.in)

8.0 Amendments to the NIT after its issue will be published on GEM portal and OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on GEM Portal OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.

9.0 If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3 (three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders to categorically fill up undertaking as per format provided vide Annexure-X and submit the same along with their bid.

10.0 The order of precedence of the documents in this tender document is as under:

- i) Bid Evaluation Criteria
- ii) Scope of Work / Special Conditions of Contract / Schedule of Rates
- iii) General Conditions of Contract
- iv) Instruction to Bidders
- v) GeM Terms and Conditions

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

Thanking you,

**Yours faithfully,  
OIL INDIA LIMITED**

**(Bhavik Mody)  
Sr. Manager (C&P)  
For General Manager (C&P)  
For Executive Director (RF)**

**PART-1**  
**INSTRUCTIONS TO BIDDERS**

- 1.0 **Eligibility of the bidder:** The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC) of the Bid document.
- 1.1 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:** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) Introduction to Services
  - b) Instructions to Bidders (Part-1),
  - c) Bid Evaluation Criteria (Part-2),
  - d) General Conditions of Contract (Part-3, Section-I),
  - e) Scope of Work (Part-3, Section-II)
  - f) Special Conditions of Contract (Part-3, Section-III),
  - g) Schedule of Rates (Part-3, Section-IV)
  - h) Declaration of Imports (Proforma-A)
  - i) Price Schedule Format, (Proforma-B)
  - j) Bid Form, (Proforma-C)
  - k) Statement of Compliance, (Proforma-D)
  - l) Bid Security Form, (Proforma-E)
  - m) Performance Security Form, (Proforma-F)
  - n) Sample Agreement Form (Proforma-G)
  - o) Proforma of Letter of Authority (Proforma-H)
  - p) Authorisation for Attending Bid Opening (Proforma-I)
  - q) Integrity Pact
  - r) Performance Security Form under PP-LC, (Proforma-L)
  - s) Provisions under PP-LC, (Proforma-M)
  - t) Certificate of Compliance of Financial Criteria (Proforma –N)
  - u) Format for declaration of Local Content (Proforma-O)
  - v) Proforma of Bank Guarantee towards Ultimate Parent/Supporting Company (Proforma –P)
  - w) General HSE Guidelines (Appendix-A)
  - x) Procedure for obtaining Labour Licence (Appendix-B)
  - y) Undertaking regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India (Appendix-C, C1, C2, C3, C4)
  - z) Undertaking of authenticity of information/documents submitted (Annexure-X)
  - aa) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company (Attachment – I)
  - bb) Parent Company/Subsidiary Company Guarantee (Attachment – II)
  - cc) Format of Agreement between Bidder and Sister Subsidiary/Co-subsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary / Co-Subsidiary (Attachment –III)
  - dd) Corporate Guarantee (Attachment-IV)
- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid

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

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

3.0 **Transferability of bid documents:**

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

- 3.2 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 GEM Portal. 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 GEM portal 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/Agent's Name & address:** Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

- 5.3 **Documents comprising the bid:** Bids are invited in GEM portal shall comprise of the following components:

(A) Technical Bid

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 9.0.
- c) Original Bid Security.
- d) Proforma-A declaration without prices
- e) Copy of Bid-Form without indicating prices in Proforma-C.

- f) Statement of Compliance as per Proforma-D.
- g) Copy of Priced Bid without indicating prices (Proforma-B).
- h) Integrity Pact digitally signed by competent authority of Bidder.
- i) All other relevant Undertakings and Proformas as applicable as part of Bid.

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

**(B) Price Bid**

Bidder shall quote their prices in the following Proforma available in GeM portal in the “Financial Attachments” Tab:

- a) Proforma-A declaration with prices
- b) Price-Bid Format as per Proforma-B
- c) Bid Form as per Proforma-C

The Priced Bid shall contain the prices in INR and any other commercial information pertaining to the service offered.

6.0 **Bid Form:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

7.0 **Bid Price:**

7.1 Prices must be quoted by the Bidders online as per the price bid format available in GeM Portal under “Financial Attachments” Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

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

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

8.0 **Currencies of bid and payment:** Bidders can submit their bids in Indian Rupees only.

9.0 **Documents establishing bidder's eligibility and qualifications:** These are listed in BID EVALUATION CRITERIA (BEC) of the Bid document.

10.0 **BID SECURITY:**

10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 10.10.

10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the “Introduction to Services” and shall be in DD/FDR (account OIL INDIA LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/ Bank Guarantee (BG) in OIL's prescribed format as enclosed with the NIT

vide Proforma-E or an irrevocable Letter of Credit (L/C) from any of the following Banks –

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

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

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

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

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

10.5 Any bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive.

10.6 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

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

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

10.9 Bid Security shall not accrue any interest during its period of validity or extended validity.

10.10 The Bid Security may be forfeited:

i) If the bidder withdraws the bid within its original/extended validity.

ii) If the bidder modifies/revises their bid suo-moto.

iii) If the bidder does not accept the order/contract.

iv) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.

v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

10.11 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years or as deemed fit as per the prevailing Banning Policy of the Company (OIL).

10.12 The scanned copy of the original Bid Security submitted in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical bid on the GeM portal. The original Bid Security shall be submitted by bidder to the office of

GM-C&P, Oil India Ltd., Jodhpur-342005 in a sealed envelope before the Bid Closing date and time.

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

10.14 The Bank Guarantee issuing bank branch must ensure the following:

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

“The Bank Guarantee issued by the bank must 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.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Swift Code- ICICINBBXXX, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

<b>Bank Details of Beneficiary</b>	
A	Bank Name ICICI BANK LTD.
B	Branch Name DULIAJAN
C	Branch Address KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code ICIC0000213
E	Unique identifier code (Field 7037) [Mandatory field] OIL503988890
F	Company name Oil India Limited
G	Swift Code ICICINBBXXX

10.15 In case the contractor wishes to submit Bid security through NEFT/RTGS/Electronic Fund Transfer, the same is to be deposited in OIL’s bank account mentioned hereunder:

Bank Name & Location : State Bank of India, Jodhpur  
Account No. : 00000010827354741  
IFSC Code : SBIN0000659  
Account Type : Current Account

Note: **If the bid security is submitted through NEFT or RTGS mode, details such as UTR No., Tender No., Bidder's name & Deposited Amount etc. must be uploaded with the Unpriced Techno-Commercial Bid documents.**

**11.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

- 11.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 11.2 Micro or Small Enterprises (MSE) bidders are exempted from submitting Bid Security. 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 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES and its subsequent amendments.
- 11.3 The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE - Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:
- i. Udyam Registration Number (URN) with Udyam Registration Certificate (URC)
- 11.4 In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur 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.

**12.0 PERIOD OF VALIDITY OF BIDS:**

- 12.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the Bidder in their bid about the bid validity, it will be presumed that the bid is valid for 30 days from Bid Closing Date.
- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request for validity extension. A Bidder granting the request will neither be required nor permitted to modify their Bid.

**13.0 SIGNING & SUBMISSION OF BID:**

**13.1 Signing of Bid:**

- a. The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-H) shall be indicated by written Power of Attorney accompanying the Bid.
- b. 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.
- c. Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

**13.2 Submission of Bid:**

The tender is processed on GEM portal. 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 GEM portal within the Bid Closing Date & Time stipulated in the GeM tender. Vendors must use their GeM Seller ID

and Password for participation in the tender. Vendors who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - <https://gem.gov.in/>. Vendors may also refer to the Seller Help Document for participating in the tender which is uploaded under „For Vendors << GeM Tender“ in OIL’s Website. The URL for the same is provided below for ready reference:

<https://www.oil-india.com/pdf/Custom%20bid%20seller%20end.pdf>

The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to GM-C&P, Oil India Ltd., Rajasthan Field, OIL House, 2A, District Shopping Centre, Saraswatinagar, Basni, Jodhpur-342005, India before the scheduled bid closing date and time:

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

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

13.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.

13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

13.2.3 Bids received through the GeM portal shall only be accepted. Bids received in any other form shall not be accepted.

14.0 **INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:** Not Applicable.

15.0 **DEADLINE FOR SUBMISSION OF BIDS:**

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

15.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the GeM portal shall decide the submission deadline.

15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address mentioned above on or before the scheduled Bid Closing Date and time. Timely delivery of the same is the responsibility of the Bidders.

- 16.0 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.
- 17.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**
- 17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the GEM portal. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL as per the Banning Policy of OIL.
- 18.0 **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.
- 19.0 **BID OPENING AND EVALUATION:**
- 19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Bid" will be opened.
- 19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 19.3 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 20.0 **OPENING OF PRICED BIDS:**
- 20.1 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. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis:  
"If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected." However, if the grand total value including GST evaluated in the price bid format and the "Offer Value" declared on GEM portal do not match, the value on GEM portal shall be considered as final and evaluation shall be done accordingly."
- 21.0 **CONVERSION TO SINGLE CURRENCY:** Not Applicable.
- 22.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC)** of the Bid Document.
- 22.1 **DISCOUNTS / REBATES:**
- 22.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

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

22.2 **LOADING OF FOREIGN EXCHANGE:** Not Applicable.

22.3 **EXCHANGE RATE RISK:** Not Applicable.

22.4 **REPATRIATION OF RUPEE COST:** Not Applicable.

23.0 **CONTACTING THE COMPANY:**

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

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

24.0 **AWARD OF CONTRACT**

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

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

26.0 **NOTIFICATION OF AWARD:**

26.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder through GeM portal that its Bid has been accepted.

26.2 The notification of award will constitute the award of contract through GeM portal only.

27.0 **PERFORMANCE SECURITY:**

27.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 30 days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-F 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 from 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.

27.2 Performance security as mentioned in Introduction to Services, Clause 2.0, point (j) of table, is applicable against this contract. The Performance Bank Guarantee shall be denominated in INR.

27.3 The Performance Bank Guarantee (as per Proforma-F) shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

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

Full address.

Branch Code.

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

Phone Nos., Fax Nos., E-mail address.

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

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

27.7 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.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Swift Code- ICICINBBXXX, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

<b>Bank Details of Beneficiary</b>	
A	Bank Name ICICI BANK LTD.
B	Branch Name DULIAJAN
C	Branch Address KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code ICIC0000213
E	Unique identifier code (Field 7037) [Mandatory Field] OIL503988890
F	Company name Oil India Limited
G	Swift Code ICICINBBXXX

27.8 In case the contractor wishes to submit Performance security through NEFT/RTGS/Electronic Fund Transfer, the same is to be deposited in OIL's bank account mentioned hereunder:

**Bank Name & Location : State Bank of India, Jodhpur**

**Account No. : 00000010827354741**

**IFSC Code : SBIN0000659**

**Account Type : Current Account**

27.9 The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period. The retention money recovered from running bills as part of the Performance Security shall also be released along with the PBG.

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

27.11 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and debarment of the bidder for a period of two years automatically without conducting any enquiry.

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.

**28.0 SIGNING OF CONTRACT:**

28.1 The contract shall be awarded through GeM portal only. All bid documents uploaded on GeM portal shall constitute the contract as per the GeM portal format.

28.2 The successful Bidder shall confirm their acceptance of the contract on GeM portal.

28.3 In the event of failure on the part of the successful Bidder to accept the contract, OIL reserves the right to terminate the contract issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default as per the Banning Policy of OIL.

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

30.0 **CREDIT FACILITY:** Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government-to-Government credits indicating the applicable terms and conditions of such credit.

31.0 **MOBILISATION ADVANCE PAYMENT:**

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

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

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

31.4 **INTEGRITY PACT:** OIL shall be entering into an Integrity Pact with the Bidders as per format uploaded on GeM portal. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the GeM 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 GeM portal will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

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

1. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC  
E-mail: [tmbhasin@gmail.com](mailto:tmbhasin@gmail.com)
2. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA  
E-mail IDs: [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com); [ramphal.pawar@ips.gov.in](mailto:ramphal.pawar@ips.gov.in)
3. Shri Ajit Mohan Sharan, IAS (Retd.)  
Former Secretary, Ministry of Ayush, Govt. of India  
E-mail: [ams057@gmail.com](mailto:ams057@gmail.com)

32.0 **LOCAL CONDITIONS:**

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

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for

any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

- 33.0 **SPECIFICATIONS:** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.
- 34.0 **VENDOR REGISTRATION ON GOVERNMENT E-MARKETPLACE (GEM):** Reference to OM No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure, Ministry of Finance, it shall be mandatory for sellers providing goods and services to Central Government Organizations to be registered on GeM and obtain a unique GeM seller ID at the time of placement of order/contract.
- 34.1 View above, all bidders are advised to register themselves on GeM to participate against the tender.
- 35.0 General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.
- 36.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.
- 37.0 The User Manual provided on the GeM portal on the procedure How to create Response for submitting offer may be referred for guidance.
- 38.0 **Document Verification:** Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. <a href="mailto:ssd@rina.org">ssd@rina.org</a> b. <a href="mailto:Andrea.Vattuone@rina.org">Andrea.Vattuone@rina.org</a>
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>
iii.	M/s. DNV Inspection India Pvt. Ltd.	a. <a href="mailto:amr.el-shirbini@dnv.com">amr.el-shirbini@dnv.com</a> b. <a href="mailto:sherif.helmy@dnv.com">sherif.helmy@dnv.com</a> c. <a href="mailto:raikar.rajesh@dnv.com">raikar.rajesh@dnv.com</a>
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. <a href="mailto:Jaimin.Bhatt@tuv-sud.in">Jaimin.Bhatt@tuv-sud.in</a> b. <a href="mailto:sanjaykumar.singh@tuv-sud.in">sanjaykumar.singh@tuv-sud.in</a> c. <a href="mailto:Pankaj.Narkhede@tuv-sud.in">Pankaj.Narkhede@tuv-sud.in</a> d. <a href="mailto:Ajit.Yadav@tuv-sud.in">Ajit.Yadav@tuv-sud.in</a>
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:abhishek.singh@irclass.org">abhishek.singh@irclass.org</a> b. <a href="mailto:pradeep.bansal@irclass.org">pradeep.bansal@irclass.org</a> c. <a href="mailto:Asim.Hajwani@irclass.org">Asim.Hajwani@irclass.org</a> d. <a href="mailto:Amit.Ketkar@irclass.org">Amit.Ketkar@irclass.org</a> e. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a>

vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:bbhavsar@gulflloyds.com">bbhavsar@gulflloyds.com</a> c. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a> d. <a href="mailto:gulflloyds.india@gmail.com">gulflloyds.india@gmail.com</a>
vii.	M/s. TUV India Private Limited	a. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a> b. <a href="mailto:delhi@tuv-nord.com">delhi@tuv-nord.com</a>
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.Deotale@ind.tuv.com">Shailesh.Deotale@ind.tuv.com</a> b. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a> c. <a href="mailto:rupeshkumar.singh@ind.tuv.com">rupeshkumar.singh@ind.tuv.com</a> d. <a href="mailto:Neeraj.Chaturvedi@ind.tuv.com">Neeraj.Chaturvedi@ind.tuv.com</a>
ix.	M/s. Bureau Veritas (India) Private Limited	a. <a href="mailto:udit.chopra@bureauveritas.com">udit.chopra@bureauveritas.com</a> b. <a href="mailto:vishal.sapale@bureauveritas.com">vishal.sapale@bureauveritas.com</a> c. <a href="mailto:dinesh.sukhramani@bureauveritas.com">dinesh.sukhramani@bureauveritas.com</a> d. <a href="mailto:p.sridhar@bureauveritas.com">p.sridhar@bureauveritas.com</a> e. <a href="mailto:hariprasad.jhavar@bureauveritas.com">hariprasad.jhavar@bureauveritas.com</a> f. <a href="mailto:amit.shaw@bureauveritas.com">amit.shaw@bureauveritas.com</a> g. <a href="mailto:business.support@bureauveritas.com">business.support@bureauveritas.com</a> h. <a href="mailto:labhanshu.sharma@bureauveritas.com">labhanshu.sharma@bureauveritas.com</a> i. <a href="mailto:pramodkumar.yadav@bureauveritas.com">pramodkumar.yadav@bureauveritas.com</a> j. <a href="mailto:sonal.lad@bureauveritas.com">sonal.lad@bureauveritas.com</a> k. <a href="mailto:bvindia.corporate@in.bureauveritas.com">bvindia.corporate@in.bureauveritas.com</a>

38.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

38.2 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

38.3 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:

38.3.1 Oil India Limited will incorporate a relevant clause in the tender along with the list of empanelled inspection agencies where document verification pertaining to BEC/BRC of the tender is required. The prospective bidder will contact any of the empanelled inspection agencies against such tender. When prospective bidders

approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. The inspection Agency shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. A copy of the Inspection Certificate shall be directly sent to the Concerned Tendering officer of OIL INDIA LIMITED, mentioned in the respective tender.

38.4 Verification of documents are normally categorised as under:

i) General Requirement:

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

ii) Additional Documents : ( If applicable against the tender)

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

iii) Technical Criteria

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

iv) Financial Criteria

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

Considering the time required for preparation of Financial Statements, if the last date of the preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year \_\_\_\_\_ (as the case may be) has actually not been audited as on the Original bid closing date as per format'.

- Check Net-Worth – as per BEC
- Check Notarization validity
- Check original audited Balance Sheet with scan copies.

To check the Line of Credit, if incorporated in the tender.

39.0 **COMPLIANCE OF OFFICE MEMORANDUM F.NO. 6/18/2019-PPD DATED 23RD JULY, 2020:** Ministry of Finance of Govt. of India, Department of

Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable. Bidders must submit duly sealed & signed undertaking as per format provided vide **Appendix-C, C1, C2, C3 & C4** (as applicable) along with the technical bid.

- 39.1 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.
- 39.2 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.
- 39.3 "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.
- 39.4 "Bidder from a county 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.
- 39.5 The beneficial owner for the purpose of (iii) above will be as under:
  - 39.5.1 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;

- 39.5.2 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 or entitlement to more than fifteen percent of capital or profits of the partnership.
- 39.5.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 39.5.4 Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 39.5.5 In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 39.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 39.7 The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 40.0 **Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform**
- 40.1 Based on the initiatives of Govt. of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TReDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS platform as a buyer.
- i) MSE vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting charges, Interest on financing, or any other charges known by any name shall be borne by MSE vendor.
- ii) MSE vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable law on a full indemnity basis.
- iii) OIL shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information) whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

**NOTE:**

- i) Buyer means OIL who has placed Purchase order / Contract on a MSE vendor (Seller).
- ii) Seller means MSE Vendor who has been awarded Purchase order / Contract by OIL (Buyer).

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<b>PART-2 : Bid Evaluation Criteria</b>			
<b>Clause No.</b>	<b>Clause</b>	<b>Confirmation / Compliance</b>	<b>Reference in terms of Page no., Annexure etc. of bidder's offer</b>
	<b>General Conformity:</b> The Bid shall conform generally to the specifications and terms and conditions including the scope of work/services detailed in the Tender/bidding document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications/scope of work/terms of reference. Notwithstanding the general conformity of the bid to the stipulated specifications/terms, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.	Yes No	
<b>1.0</b>	<b><u>TECHNICAL EVALUATION CRITERIA</u></b>		
<b>1.1</b>	<p>Bidder has to meet the following criteria:</p> <ul style="list-style-type: none"> <li>i) Bidder can be any proprietorship firms, partnership firms, private limited companies, Public limited companies including PSUs, Consortium or incorporated Joint Venture (JV) meeting the Bid Evaluation Criteria as mentioned below.</li> <li>ii) The Bidder must be incorporated in India and must maintain minimum 20% local content for the offered product. With regard to calculation of local content and submission of documents during bidding &amp; execution of purchase orders, provision of Purchase Preference Policy (Linked with Local Content), notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG and subsequent amendments thereof, shall be applicable.</li> <li>iii) If such local content is not maintained during execution of purchase order, 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.</li> <li>iv) 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: <ul style="list-style-type: none"> <li>(a) Without specifying the unit rates and bid amount in the technical bid, the bidder must provide the <b>exact percentage (%)</b> of local content in their bid, without which the bid shall be summarily rejected being non-compliant.</li> </ul> </li> </ul>	Yes No	

	<p>(b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (above 20%) and such undertaking shall become a part of the purchase order, if awarded (format as per aforementioned notification).</p> <p>(c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the <b>exact percentage of local content</b> (format as per aforementioned notification).</p> <p>(d) Bidder to submit a copy of their Certificate of Incorporation in India, except for Proprietary/Partnership firms who have to submit Registration certificate.</p> <p>(e) Bids without the categoric mention of percentage of LC and undertakings as per the clause (b) &amp; (c) and certificate as per (d) will be rejected.</p>		
<b>1.2</b>	<u>Experience of Bidder:</u>		
<b>1.2.1</b>	The bidder should be in business of providing Mud Engineering services and Drilling Waste Management services in-house to E&P operators during past seven (07) years reckoned from the original stipulated bid closing date of the tender. Drilling Waste Management Services, however, can be outsourced by the bidder through tie-up/consortium; but the outsourced party should have rendered Drilling Waste Management services for past seven (07) years reckoned from original stipulated bid closing date of the tender. The bidder should furnish documentary evidence including all information like certificate of incorporation and company profile, list of projects/contracts during the last seven years carried out by them.	Yes No	
<b>1.2.2</b>	The bidder should have provided Mud Engineering and Drilling Waste Management services for a minimum 6 (six) numbers of oil or gas wells at least in one contract in the past seven (7) years reckoned from the original stipulated bid closing date of the tender. The bidder is required to submit documentary evidence of such 6 (six) wells including but not limited to well completion report / depth, mud system used in different stages, mud related down hole problems faced, if any, their solutions, contract details / payment details etc.	Yes No	
<b>1.3</b>	<u>Experience of Bidder's Personnel:</u>		
<b>1.3.1</b>	Deployment of competent personnel, as required for the service, should have minimum five (05) years of experience for lead mud engineer and three (03) years for second mud engineer. Educational qualifications for the mud engineers should be M.Sc. (Chemistry) / B.E. (Chemical)/ B.Tech (Chemical). Bidder should categorically comply this point at the time of bid submission. The contractor shall furnish the details of manpower being deployed for execution and take OIL's approval before their deployment at site.	Yes No	

1.3.2	Deployment of one (01) qualified waste management supervisor, as required for the service should have minimum five (05) years of experience in Drilling Waste Management (DWM) system. The DWM operators must have minimum three (03) years of experience in DWM systems. Minimum Educational qualifications for the Waste Management Supervisor should be B.Sc / Diploma (Electrical/Chemical/Mechanical/Civil) & Minimum Educational qualifications for the Waste Management operators should be H.S in any stream. The Bidder should categorically comply this point at the time of bid submission. The contractor shall furnish the details of manpower being deployed for execution and take OIL's approval before their deployment at site.	Yes No									
1.4	<p><b>Other Requirements:</b></p> <p>(i) The bidder should submit Material Safety Data Sheet (MSDS) and specification of chemicals at the time of bid submission without which the bid will not be considered for bid evaluation.</p> <p>(ii) The bidder must submit the necessary certificates from competent authorities indicating the suitability of the use of their proposed equipment in oil well drilling sites/ hazardous area.</p> <p>(iii) The competent personnel deployed for Mud Engineering and Drilling Waste Management services should be fluent in English language, both written and spoken.</p> <p>(iv) All the documents, certificates, information in support of meeting above criteria must be submitted along with the Technical bid.</p>	Yes No									
1.5	<p><b>MOBILISATION TIME:</b> The bidder must be in a position to mobilize the services as under:</p> <table border="1" data-bbox="282 898 1491 1297"> <thead> <tr> <th data-bbox="282 898 943 943">Particulars</th> <th data-bbox="954 898 1491 943">Mobilization Time</th> </tr> </thead> <tbody> <tr> <td data-bbox="282 951 943 1078">Mobilization of tools, equipment, accessories, consumables &amp; associated Services as per Scope of work</td> <td data-bbox="954 951 1491 1078">Within 60 days of Mobilization notice issued by Company</td> </tr> <tr> <td data-bbox="282 1086 943 1182">Mobilization of Contractor's Personnel</td> <td data-bbox="954 1086 1491 1182">Within 7 days of Mobilization notice issued by Company</td> </tr> <tr> <td data-bbox="282 1190 943 1297">Interim remobilization of tools, equipment, accessories, consumables &amp; associated Services as per Scope of Work.</td> <td data-bbox="954 1190 1491 1297">Within 30 days of Mobilization notice issued by Company</td> </tr> </tbody> </table>	Particulars	Mobilization Time	Mobilization of tools, equipment, accessories, consumables & associated Services as per Scope of work	Within 60 days of Mobilization notice issued by Company	Mobilization of Contractor's Personnel	Within 7 days of Mobilization notice issued by Company	Interim remobilization of tools, equipment, accessories, consumables & associated Services as per Scope of Work.	Within 30 days of Mobilization notice issued by Company	Yes No	
Particulars	Mobilization Time										
Mobilization of tools, equipment, accessories, consumables & associated Services as per Scope of work	Within 60 days of Mobilization notice issued by Company										
Mobilization of Contractor's Personnel	Within 7 days of Mobilization notice issued by Company										
Interim remobilization of tools, equipment, accessories, consumables & associated Services as per Scope of Work.	Within 30 days of Mobilization notice issued by Company										
1.6	<b>Indian Joint Venture Company as bidder:</b> In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 2013 and any amendment thereunder and shall comply to Clause No. 1.1. JV agreement along with the share holding pattern should be submitted failing which bid shall be outrightly rejected.										

	<p>1.6.1 They should meet the technical qualification requirements as under:  (i) The JV on its own shall meet the experience criteria as per Clause No. 1.2 &amp; 1.3.  OR  (ii) Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Clause No. 1.2 &amp; 1.3.</p> <p><b>Note:</b>  A. In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno-commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the execution of the contract failing which bid shall be outrightly rejected. Similarly, under such a situation the contract shall be liable for termination, if already awarded.</p> <p>B. Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/subsidiary/co-subsidiary/sister subsidiary /parent/ holding/affiliating/associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.</p> <p>1.6.2 <b>Constitution of Joint Venture:</b> The members of the JV should not be more than three. If after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.</p> <p>1.6.3 Members of the JV are not allowed to quote separately/independently / or through any other arrangement like part of any other JV/Consortium or Subsidiary/ Parent company/ co subsidiary against this tender. All the bids received in such a case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.</p> <p>1.6.4 The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas partners/members, the MOU / Agreement should be notarised / endorsed by Indian Embassy.</p>	<p>Yes No</p>	
<p><b>1.7</b></p>	<p><b>Bidder as a Consortium:</b> In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain minimum 20% local content as mentioned above. The following requirements must be satisfied by the Bidder:</p>		

<p>The leader of the Consortium must submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person and certified by the competent authority of the respective organization of the consortium members and notarized, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium and also authorize the leader for signing and submission bid on their behalf. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the “Scope of Work” of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium.</p> <p>(a) Only the Leader of the consortium should register in the GeM portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.</p> <p>(b) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) &amp; address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.</p> <p>(c) The leader of the Consortium on behalf of the Consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the Consortium members.</p> <p>(d) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.</p> <p>(e) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.</p> <p>(f) In case of Consortium bids, the bid shall be digitally signed by the authorized representative of the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid offer.</p>	<p>Yes No</p>	
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	<p>(g) Documents/details pertaining to qualification of the BIDDER must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.</p> <p>(h) Constitution of Consortium: If during evaluation of bid, a consortium leader proposes any alterations/ changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.</p> <p>(i) Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severally.</p> <p>(j) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal / Subsidiary / Co-subsidiary / Sister subsidiary will be rejected.</p> <p>(k) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.</p> <p>(l) The consortium partners should satisfy the experience criteria as per Clause 1.3 above in their respective domain.</p> <p>(m) The MOU / Agreement should be legally valid i.e., it should be on a non-judicial stamp paper and notarized.</p> <p><b>(n) For evaluation of qualification and experience the consortium partner shall submit the documents as required in clause 1.2 and 1.3 above.</b></p>		
1.8	<p><b>Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company:</b> Offers of those bidders who themselves do not meet experience criteria as stipulated in clause <b>1.2 &amp; 1.3</b> above can also be considered provided the bidder is a 100% subsidiary company of the parent company (Supporting Company) which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its 100% subsidiary company (Supporting Company). However, the parent/subsidiary company (Supporting Company) of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsidiary</p>		

	<p>company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide Attachment-I, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide Attachment-II, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.</p>	<p>Yes No</p>	
<p><b>1.9</b></p>	<p><b>Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:</b> Offers of those bidders who themselves do not meet the technical experience criteria stipulated in clause <b>1.2 &amp; 1.3</b> above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:</p> <p>(a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both directly owned 100% subsidiaries of an ultimate parent/holding company.</p> <p>(b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in clause 1.2 above and not through any other arrangement like technical collaboration etc.</p> <p>(c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide Attachment-III, between them, their ultimate parent/holding company, along with the technical bid.</p> <p>(d) In the situations mentioned in clauses 1.8 and 1.9, following conditions are required to be fulfilled/documents to be submitted:</p> <p>i) Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed at Proforma-P), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.</p> <p>ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p><b>Note:</b> In case Supporting Company fails to submit Performance Bank Guarantee as per 1.9(d)(i) above, the bid security submitted by the bidder shall be forfeited.</p>	<p>Yes No</p>	

<p><b>1.10</b></p>	<p>Any party who is extending support by way of entering into consortium /Joint Venture agreement with another party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with support from the same principal/parent/ultimate parent/supporting company against this tender shall be rejected. Any party which is a supporting company for another bidder, shall not be allowed to submit an independent bid against this tender.</p>	<p>Yes No</p>	
<p><b>1.11</b></p>	<p>In case the bidder already has experience of satisfactorily executing similar contract for OIL INDIA LIMITED with executed contract quantity and experience equal to or more than the quantity mentioned in clause no. 1.2 &amp; 1.3, during last seven (07) years reckoned from the original bid closing date, then they should mention the OIL's contract number(s) in the technical bid which have been successfully executed by them and need not require to submit the documentary evidence. The offer will be summarily rejected, if the Bidder neither submits the documentary evidence as above nor indicates OIL's last executed contract number &amp; date in their technical bid.</p>	<p>Yes No</p>	
<p><b>1.12</b></p>	<p><b>DOCUMENTS:</b> Bidders must furnish documentary evidences with the specific chapters, separated by dividers, in the same order as set out here below (a) to (f) in support of fulfilling all the requirements.</p> <p>(a) Experience of bidder – Statement to be furnished by bidder in tabular form along with copies of contracts / work orders /completion certificates / proof of release of Performance Security/ final payment certificates issued by the clients/ any other documentary evidence that can substantiate the satisfactory execution of the contracts.</p> <p>(b) MOU/ Agreement concluded with consortium partners along with the Technical bid.</p> <p>(c) Financial turnover of bidder– Audited balance sheets / profit and loss accounts etc. for the past three (03) years.</p> <p>(d) Contractor's general structure and organization, including the branch / sub-division dedicated to such activities.</p> <p>(e) Details of bidder's Health, Safety and Environmental Policy and Programme together with HSE Management System. HSE considerations on site and throughout the requirement are part of contractor's responsibility and Contractor must have proven methods for managing risks associated with its own scope of services and all interfaces with others. These methods must be clearly indicated.</p>	<p>Yes No</p>	

	(f) Resume of key personnel to be involved in the services with experience in their respective position.		
<b>1.13</b>	<p><b>NOTE:</b></p> <p>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.</p>	Yes No	
<b>2.0</b>	<b>FINANCIAL CRITERIA</b>		
<b>2.1</b>	<p>Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least <b>INR 12.43 crores.</b></p> <p><i>[Annual Financial Turnover of the bidder from operations shall mean Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e., bidding entity, as the case may be) during a financial year as per the Companies Act, 2013 Section 2 (91).]</i></p>	Yes No	
<b>2.2</b>	<p>"Net Worth" of the Bidder should be positive for the preceding financial/ accounting year.</p> <p><i>[Net worth shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.]</i></p>	Yes No	
<b>2.3</b>	Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03 (three) financial/accounting years should be submitted along with the technical bid.	Yes No	
<b>2.4</b>	<p>Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months / within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original Bid Closing Date and the Financial Statements of the preceding financial / accounting year are not available with the Bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the Bidder must submit an affidavit/undertaking certifying that <b>"The balance sheet/Financial Statements for the financial year ..... (as the case may be) has actually not been audited so far"</b>.</p> <p><b>Notes:</b></p>	Yes No	

	<p>(a) For proof of Annual Turnover &amp; Net worth any one of the following document must be submitted along with the bid:-</p> <p>i) A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number, Firm Registration Number and UDIN (Unique Document Identification Number)), certifying the Annual turnover &amp; Net worth as per format prescribed in Proforma-N.</p> <p style="text-align: center;">OR</p> <p>ii) Audited Balance Sheet along with Profit &amp; Loss account. In case of foreign Bidders, self-attested/ digitally signed printed published accounts are also acceptable.</p> <p>b) In case the Bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, Bidder to provide documentary evidence for the same</p>		
2.5	In case the Bidders a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per Para 2.1 above. Other Consortium members individually shall have to meet the financial turn-over criteria of <b>INR 6.21 Crores.</b>	Yes No	
2.6	In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR.	Yes No	
2.7	In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.	Yes No	
	<p>i) Turnover of the parent/ultimate parent/holding company should be in line with para 2.1 above.</p> <p>ii) Net Worth of the parent/ultimate parent/holding company should be positive.</p> <p>iii) Corporate Guarantee (as per Attachment-IV) on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.</p> <p>iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.</p>		
2.8	In case the bidder is an incorporated Joint Venture Company, the bidder shall satisfy the financial criteria as per Para 2.1 above. However, in case the Joint Venture Company is not able to meet the financial criteria on its own, it can also submit the bid on the basis of financial capability of any Joint Venture Partner (holding 26% stake in the JV on its own), provided each of the following conditions are fulfilled:	Yes No	

	<p>i) Turnover of the Joint Venture Partner should be in line with para 2.1 above.</p> <p>ii) Net Worth of the Joint Venture partner should be positive as per para 2.2.</p> <p>iii) The Joint Venture partner itself, and not through any other arrangement shall satisfy the financial criteria as per para 2.1 and 2.2.</p> <p>iv) The Joint Venture partner should hold more than 50% of paid up equity share capital of the bidding Joint Venture entity directly or through intermediate subsidiaries.</p> <p>v) The Joint Venture partner shall submit a Performance Security, equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the Joint Venture company is the successful bidder. An undertaking from the Joint Venture partner in this regard to be submitted along with the technical bid.</p> <p>vi) In cases where foreign based Joint Venture Partner does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security amount required to be submitted by the Joint Venture Partner. In such case bidding company shall furnish an undertaking that their foreign based Joint Venture Partner is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p> <p>vii) Corporate Guarantee (as per Attachment-IV) on Joint Venture partner's company letter head signed by an authorized official undertaking that they would financially support their Joint Venture company for executing the project/job in case the same is awarded to them.</p>		
<b>3.0</b>	<b>COMMERCIAL CRITERIA</b>		
<b>3.1</b>	Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the GeM portal.	Yes No	
<b>3.2</b>	Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.	Yes No	
<b>3.3</b>	Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Jodhpur before bid closing date & time. A scanned copy of the bid security shall however be uploaded in GeM portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.	Yes No	
<b>3.4</b>	Bids received through the GeM portal shall only be accepted. Bids received in any other form shall not be accepted.	Yes No	
<b>3.5</b>	Bids should be valid for <b>120 days</b> . Bids with shorter validity will be rejected as being non-responsive.	Yes No	
<b>3.6</b>	Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT (Proforma-B); otherwise 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	Yes No	

	quoted rate as “0”. However, if a bidder indicates that they are not quoting for all the items then their offer will be rejected.		
3.7	The Bid documents are not transferable. Bid can only be submitted in the name of the BIDDER in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.	Yes No	
3.8	Bids submitted after the Bid Closing Date and Time shall be rejected .	Yes No	
3.9	Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate.	Yes No	
3.10	Any Bid containing a false statement shall be rejected.	Yes No	
3.11	Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.	Yes No	
3.12	Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by Bidders, in which case such corrections shall be initialled by the person(s) signing the bid.	Yes No	
3.13	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. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. <b>The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, shall be uploaded by the bidder under “Financial Documents” on GeM portal.</b>  <b>Note:</b> The breakup of the quoted / offered price, as per the prescribed Price Bid Format MUST NOT be uploaded with the technical bid; otherwise the bid shall be rejected straightway.	Yes No	
3.14	Price evaluation of bids shall be carried out based on the grand total value quoted by the bidder in the price bid format which includes all taxes, duties and levies including Customs Duty but exclusive of GST. GST as applicable shall be payable extra. <b>However, 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>	Yes No	
3.15	The Integrity Pact must be uploaded in OIL's GeM portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.	Yes No	
3.16	Bidder must comply to clause no. 39.0 (Independent Inspection of Bid Documents) and its sub-clauses under Instruction to Bidders failing which their offer shall be summarily rejected.	Yes No	

3.17	<p>There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected:</p> <ul style="list-style-type: none"> <li>i) Performance Guarantee Bond Clause</li> <li>ii) Force Majeure Clause</li> <li>iii) Tax liabilities Clause</li> <li>iv) Arbitration Clause</li> <li>v) Acceptance of Jurisdiction and Applicable Law Clause</li> <li>vi) Liquidated damage and penalty clause</li> <li>vii) Safety and Labour Law</li> <li>viii) Insurance Clause</li> <li>ix) Termination Clause</li> <li>x) Integrity Pact</li> </ul>	<p>Yes No</p>	
3.18	<p><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 of the provisions of the Act shall attract penal action under the Act.</p>	<p>Yes No</p>	
4.0	<p><b>GENERAL</b></p>		
4.1	<p>The compliance statement (enclosed Proforma-D) should be digitally signed and uploaded along with the technical bid (un-priced). The compliance Statement (Proforma-D) clearly indicating “NIL Exception/Deviation” to Tender clauses should be uploaded along with the Technical bid.</p>	<p>Yes No</p>	
4.2	<p>To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.</p>	<p>Yes No</p>	
4.3	<p>If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.</p>	<p>Yes No</p>	
4.4	<p>The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company’s action.</p>	<p>Yes No</p>	
4.5	<p>Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.</p>	<p>Yes No</p>	
4.6	<p>Arithmetical errors, if any, in the price bids will be rectified on the following basis.          “If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid</p>	<p>Yes No</p>	

	will be rejected.” However, if the grand total value including GST evaluated in the price bid format and the “Offer Value” declared on GEM portal do not match, the value on GEM portal shall be considered as final and evaluation shall be done accordingly.		
4.7	<b>Goods &amp; Service Tax:</b> The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Goods & Service Tax (GST). GST as applicable shall be extra to OIL’s account limiting to the rate quoted by the bidder until any statutory change takes place. However, the liability of payment of GST will rest on the Contractor.	Yes No	
4.8	<b>Customs duty:</b> The Services under the contract shall be carried out in PML, DSF and OALP blocks of OIL, thus, customs duty is not payable on items imported for execution of the contract. The Bidder should take note of this while submitting bid against the tender.	Yes No	
4.9	<p><b>Purchase Preference for Micro &amp; Small Enterprise:</b> Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder’s responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender. Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against the tender has to submit the following documents for availing the benefit applicable to MSEs:</p> <p>i) Udyam Registration Number with Udyam Registration Certificate</p> <p>4.9.1 Provisions such as seeking support from another company by way of submission of JV/ consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In that case all the members of the Consortium including the leader of the Consortium should be the eligible MSEs. Further, in case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE.</p> <p><b>Note:</b> In case the bidding MSE is owned by Schedule Cast or Schedule Tribe entrepreneur or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/Woman entrepreneur should also be enclosed.</p>	Yes No	
4.10	<b>Purchase Preference Policy (Linked with Local Content) (PP-LC):</b> Purchase Preference linked with Local Content will be applicable as per latest Govt. Guidelines as mentioned in Proforma-M. Bidders to take note of the same and quote accordingly. It is Bidder’s	Yes No	

	responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.		
<b>4.11</b>	In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidder must categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.	MSME / PPLC	
<b>4.12</b>	Where both MSE and PPLC bidder(s) are entitled to Purchase Preference, the purchase preference shall be applicable as per notification no. F 1/4/2021-PPD dated 18.05.2023 issued by Department of Expenditure and its subsequent amendments, if any.	MSME / PPLC	
<b>4.13</b>	In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.	Yes No	
<b>4.14</b>	The quantities shown against each item in the “Price Bid Format (i.e. in Proforma-B)” are tentative quantities and shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company’s prior approval.	Yes No	
<b>4.15</b>	To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per Proforma – B.	Yes No	

**PART - 3, SECTION - I**  
**GENERAL CONDITIONS OF CONTRACT**

**1.0 APPLICABILITY, DEFINITION & INTERPRETATION**

**1.1 Applicability**

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

**1.2 Definition & Interpretation**

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

**1.2.1 COMPANY/OIL/Operator:**

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

**1.2.2 CONTRACTOR:**

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

**1.2.3 Contract:**

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

**1.2.4 Site:**

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

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

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

**1.2.6 Sub-Contract:**

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

**1.2.7 Sub-Contractor:**

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

**1.2.8 Contractor's Representative:**

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

**1.2.9 Contract Price/Value:**

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

**1.2.10 Firm price:**

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

**1.2.11 Service/Works/Operations:**

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

**1.2.12 Equipment/Materials/Goods:**

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

**1.2.13 Drawings:**

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

**1.2.14 Specifications:**

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

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

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

behalf for operation of the contract.

**1.2.16 Inspectors:**

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

**1.2.17 Tests:**

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

**1.2.18 Approval:**

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

**1.2.19 Day:**

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

**1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

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

**1.2.23 Bid/offer:**

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

**1.2.24 Guarantee:**

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

**1.2.25 Mobilization:**

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

**1.2.26 De-mobilization:**

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

notification from Customs Authorities.

**1.2.27 Willful Misconduct:**

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

**1.2.28 Gross Negligence:**

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

**1.2.29 Criminal Negligence:**

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

**1.2.30 GST Legislations:**

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

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

**2.0 CONTRACT DOCUMENT:**

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

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

**2.3 Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of

acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

**3.0 WAIVERS AND AMENDMENTS:**

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

3.2 **Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program 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 of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

**4.2 Date of Commencement of Operation:**

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

**4.3 Duration of the contract:**

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

**5.0 SCOPE OF WORK/CONTRACT:**

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

**6.0 GENERAL OBLIGATION OF CONTRACTOR:**

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

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being

necessary for the successful and timely completion of the work.

- 6.4 Comply with all applicable statutory obligations specified in the contract.
- 6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.
- 7.0 **GENERAL OBLIGATION OF COMPANY:**  
COMPANY shall, in accordance with and subject to the terms and conditions of this contract:
  - 7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.
  - 7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
  - 7.3 Perform all other obligations required of COMPANY by the terms of this contract.
- 8.0 **DUTIES AND POWER/AUTHORITY:**
  - 8.1 **OIL's site representative/engineer:**  
The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:
    - (a) Overall supervision, co-ordination and Project Management at site.
    - (b) Proper and optimum utilization of equipment and services.
    - (c) Monitoring of performance and progress
    - (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
    - (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However, this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

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

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

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

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

- 9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from 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-F 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 from 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.

- 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 Performance Security shall be denominated in the currency of the contract.
- 10.5 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.
- 10.6 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.7 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.8 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

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

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

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

- 11.0 **SIGNING OF CONTRACT:**

The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].

12.0 **CLAIMS, TAXES & DUTIES:**

12.1 **Claims:**

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 **Notice of claims:**

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

12.3 **Taxes:**

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

12.3.2 Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.

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

12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income

- etc. within the prescribed time limit to the appropriate authority.
- 12.3.5 Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9 CONTRACTOR shall provide all the necessary compliances/invoice/ documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
  - (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
  - (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).
- 12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
- 12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice
- Note:** *CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.*

12.4 **Goods and Services Tax:**

- 12.4.1 "GST" shall mean Goods and Services Tax charged on the supply of material(s)

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

12.4.2 Where the OIL is entitled to avail the input tax credit of GST:

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

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

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

12.4.4 The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the CONTRACTOR shall be to CONTRACTOR’s account.

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

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

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

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

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

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

#### 12.5 **Anti-profiteering clause**

12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

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

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

#### 14.0 **INSURANCE:**

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

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

- 14.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 14.3 CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.
- 14.5 **Certificate of Insurance:**
- Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:
- a) Kinds and amounts of insurance as required herein
  - b) Details of coverage
  - c) Insurance corporation or companies carrying the aforesaid coverage
  - d) Effective and expiry dates of policies
  - e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
  - f) Waiver of subrogation endorsement has been attached to all policies and
  - g) The territorial limits of all policies.
- 14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.
- 14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.
- 14.8 Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

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

- 14.9 **Principal Assured**  
The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):  
"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".
- 14.10 **Waiver of subrogation:**  
All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:  
  
"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".
- 14.11 **Deductible:**  
The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.
- 14.12 **Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"**  
Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:  
  
"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".  
  
The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.
- 14.13 **Loss Payee Clause:**  
The Insurance Policies should mention the following in Loss Payee Clause:  
"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".
- 14.14 **On account payment to OIL in case of claim**  
In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.
- 14.15 CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.
- 14.16 CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

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

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

## 15.0 **LIABILITY:**

- 15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORS and sub-CONTRACTORS.

- 15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.
- 15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.4 The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its

CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

16.0 **LIMITATION OF LIABILITY:**

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

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

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

to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

**18.0 CONSEQUENTIAL DAMAGE:**

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

**19.0 RISK PURCHASE:**

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

**20.0 INDEMNITY AGREEMENT:**

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

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

**21.0 INDEMNITY APPLICATION:**

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

**22.0 ROYALTY PATENTS:**

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

**23.0 WARRANTY AND REMEDY OF DEFECTS:**

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

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

**24.0 SUBCONTRACTING/ASSIGNMENT:**

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

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

**25.0 RECORDS, REPORTS AND INSPECTION:**

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major

items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

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

26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY;
- ii) is lawfully becomes at a later date known to the public through no fault of

- CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;
  - iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
  - v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

**27.0 REMUNERATION AND TERMS OF PAYMENT:**

- 27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or

before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.

- 27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

- 27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.
- 28.0 **PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

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

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

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

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

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month,

details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).

(a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(ii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

- 1) The furnished information is correct to the best of his knowledge.
- 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
- 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
- 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

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

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

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

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

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

- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC) excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

### 31.0 **FORCE MAJEURE:**

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, 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 unauthorized imports.

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

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

34.0 **APPLICABLE LAWS:**

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Jodhpur and Principal Bench of Jodhpur High Court.

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

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

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

35.0 **LABOUR LAWS:**

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there

under and the amount paid to them.

- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
  - xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.
- 36.0 **STATUTORY REQUIREMENTS:** During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.
- 37.0 **GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:**
- 37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
  - 37.2 It will be entirely the responsibility of the Contractor / his Supervisor / representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor / Junior Engineer for safe operation.
  - 37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
  - 37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
  - 37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.
- 38.0 **POLLUTION AND CONTAMINATION:**
- The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

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

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

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

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

39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

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

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

- 39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
  - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
  - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
  - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

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

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

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

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

40.0 **SEVERABILITY:**

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

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

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

termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 **SETTLEMENT OF DISPUTES:**

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

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

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

5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he

shall proceed de novo.

7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
  - (i) 20% of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

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

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

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

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

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

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

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

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

#### 42.5 **Exclusions**

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

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings

with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

#### 43.0 **COMPLETION OF CONTRACT:**

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

#### 44.0 **TERMINATION:**

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

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

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

44.4 **Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent

Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

- 44.5 **Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days' notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days' notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].
- 44.6 **Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 **Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

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

**45.0 TO DETERMINE THE CONTRACT:**

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

**46.0 WITHOUT DETERMINING THE CONTRACT:**

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

**47.0 ERRING/DEFAULTING AGENCIES:**

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

**48.0 MISCELLANEOUS PROVISIONS:**

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

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

48.3 During the tenure of the Contract, CONTRACTOR shall keep the site where the

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

- 48.4 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.

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**END OF SECTION – I, Part – 3**

## **PART-3, SECTION-II**

### **SCOPE OF WORK**

#### **1.0 MUD ENGINEERING**

##### **1.1 DESIGNING OF MUD PROGRAMME:**

1.1.1 Based on the Geological Data and Depth Data & Drilling Policy of the wells, the Contractor shall design a phase wise mud program including detail mud formulation, mud weight and other important mud parameters, requirement of mud chemicals and anticipated volume usage for each phase of the well. The contractor is required to submit the same to company at least one week prior to spudding of the well.

1.1.2. Suggested mud policy is provided in **Annexure – 1, Table 1A**.

1.1.3 The bidder shall indicate his laboratory formulation for NaCl Saturated polymeric mud system and NDDF as mentioned in **Table-1B** and report the mud parameters in **Table-1C** along with the bid.

1.1.4 The Contractor shall keep provision for addressing down hole complications including but not limited to bit balling, cement contamination, mud loss, stuck pipe, caving, high pressure kick etc. and have back-up chemicals readily available.

1.1.5 The bidder is required to submit their internal standard operating procedures for operational situations including stuck pipe, loss circulation, high pressure kick etc. along with the bid.

##### **1.2 MUD ENGINEERING SERVICE:**

1.2.1 Contractor shall provide two (2) on-site Mud Engineers (Lead Engineer & Second Engineer) on 12 hrs shift duty basis.

1.2.2 The Lead Mud Engineer must have minimum five (5) years of experience and the Second Mud Engineer must have at least three (3) years of experience as mud engineer in drilling wells with minimum educational qualifications for the mud engineers should be M.Sc. (Chemistry) / B.E. (Chemical)/ B.Tech (Chemical). The Mud Engineers should have adequate / appropriate knowledge in working with contractor's materials, equipment and procedures for the services provided by the contractor. The Mud Engineers should be competent enough / should have sufficient experience in solving down hole complications such as in clause **1.1.4**, SOW. The Lead Mud Engineers shall work in close coordination with OIL Chemist/ Company's Representative and discuss/communicate all work plan related to operation and also guide the Second Engineer accordingly.

1.2.3 The on-site Mud Engineers are required to test mud samples for all parameters at least twice a day or as per operational requirement and submit daily operational report in standard format as per international practice including but not limited to hydraulics, mud parameters, material consumption, down hole complication etc. to OIL Chemist/Company representative. The daily report should also include volume of mud prepared and consumed, consumption of chemicals and other additives, status of solid control equipment etc.

1.2.4 The on-site Mud Engineers shall collect all relevant operational data from driller or any other data gathering system (MLU) and record it for taking operational

decisions as well as for final well completion report (Mud Recap). The contractor shall submit the well completion report within fifteen days of completion of each well in standard format as per international practice.

1.2.5 The contractor shall submit bio-data / resume along with all the supporting documents of 2-3 Mud Engineers in each category (Lead & Second engineer) for OIL's approval before the deployment at site. Personnel who are approved by OIL shall only be deployed at site. The resume should specifically include but not limited to the following:

- a) Length of experience in drilling wells
- b) Area / Field where and for whom worked
- c) Type of mud system(s) worked with
- d) Experience in solving down hole problems.
- e) Educational qualification.

1.2.6 In case of foreign nationals engaged for execution of the contract, the Contractor shall arrange for necessary permit, security clearance from Ministry of Defence, Ministry of External Affairs, Ministry of Home Affairs and concerned District Authorities. The Company shall only forward required introductory letter /recommendations for the same.

Note: The Mud engineers are to be deployed without fail. Non-compliance would incur penalty as per Penalty Clause in Schedule of Rates.

### **1.3 SUPPLY OF MUD AND COMPLETION CHEMICALS AND ADDITIVES:**

1.3.1 The contractor shall supply complete list of mud chemicals and additives conforming to relevant API / BIS specifications, required for preparation and maintenance of mud and completion fluid. The contractor shall maintain adequate stock of all chemicals including insurance chemicals / back-up chemicals and ensure timely supply as per operational requirement of the well. However, the payment will be made on actual consumption basis duly certified by OIL Chemist/ Company's Representative. OIL will provide adequate storage space at site to store chemicals for about a week's use only at a time. **The contractor is required to maintain his warehouse for chemicals at a suitable place in Jaisalmer or Jodhpur area and bring in chemicals to site on routine basis as per requirement.**

1.3.2 **The contractor shall provide product data for each chemical including but not limited to brand name, unit of packing, country of origin, specification and Material Safety Data Sheet (MSDS).** The contractor shall provide information on complete list of chemicals as per **Annexure 1 Table-2.**

1.3.3 All the chemicals should be in their original packing. The chemicals should conform to API/BIS-specifications whichever is applicable to the particular chemical. Contractor shall provide the test report from a recognized laboratory for quality of chemicals, on request. However, OIL reserves the right to inspect and draw samples

of drilling fluid and completion fluid chemicals for testing. If any chemical is found to be not conforming to the specifications, contractor shall replace the defective material within reasonable time with products of approved quality at his own cost without affecting operations.

1.3. 4 OIL reserves the right to terminate the contract if the services, chemicals and additives are found to be of substandard quality and the contractor is unable to rectify / replace the same in reasonable time without affecting operations.

**1.3.5 OIL shall not buy any leftover chemicals brought in by the Contractor after completion of the project/expiry of the contract under any circumstances.**

**1.3.6 OIL shall have the option of using Chemicals from its own stock (from OIL's Godown) depending on the wells requirement and OIL's discretion. Payment for which shall not be paid to Bidder.**

#### **1.4 WELL SITE LABORATORY AND MUD TESTING KIT:**

1.4.1 The contractor shall provide a suitable well site laboratory complete with all regular mud checking equipment including but not limited to mud balance, MF Viscometer, API Filter press, HP-HT filter press, 6- speed viscometer equivalent to Fann model 35 SA, retort kit, blender, magnetic stirrer, hot plate, pH meter, Mud Resistivity meter, lubricity tester etc (Annexure-2). The laboratory should consists of two parts having laboratory in one and office in the other part.

1.4.2 The contractor shall provide all consumables, glass wares, reagents etc. required for mud checking.

1.4.3. The Contractor shall submit the detail list of lab equipment and consumables reagents etc. for testing of mud as per API Specifications along with offer.

#### **2.0 DRILLING WASTE MANAGEMENT(DWM):**

2.1 The Company intends to treat the waste water/drill-cuttings generated from the drill site. Treated water generated has to meet the on-shore waste disposal standards on various parameters as prescribed by State / Central Pollution Control Boards (**Annexure-4**). The bidder also needs to test any other parameters as per the requirement of the Company.

2.1.2 The Contractor is required to mobilise complete DWM package, manpower and services along with Mud Engineering services. The Contractor shall state existing similar commitments and warrant the availability of the equipment, materials and services being proposed.

2.1.3 Power for running the DWM equipment may be provided by the drilling rig. However, the contractor shall arrange suitable Diesel generator set/sets sufficient to run all the DWM equipment independent of rig power.

#### **2.2 GENERAL SCOPE OF OPERATIONS:**

2.2.1 The Contractor will supply complete DWM package plus the supervision required to rig up, run and maintain the package in an operable condition at all times.

**The Scope of Work will include but not be limited to:**

- a) Mobilization of processing equipment package from Contactor's base to the first well location as notified by the Company.
- b) Maintain an adequate inventory of spares to support operation of the Drilling Waste Management Services.
- c) Provide sufficient experienced effluent treatment personnel, conversant with this type of operation and equipment on a twenty-four hour basis and or as and when required.
- d) Continuously monitor the parameters of the waste water and treated water to ensure environmental limits for disposal are not exceeded.
- e) Inter location movement of complete DWM package, manpower and services to next location as and when required.
- f) Upon completion of the project, Contractor to demobilize contractor's equipment, left over chemicals etc.
- g) The disposal of empty drums, empty bags and any leftover will be the sole responsibility of the bidder. The bidder may either take back the empty drums, empty bags and any leftover to their site or may dispose in any Government recognized waste disposal place with proper certificate at their own expense.
- h) After rig release, cleaning of the plinth covering chemical area will be carried out by the bidder within 10 days. The bidder must have to obtain clearance certificate from Company representative. Timely Non-compliance would incur penalty as per Penalty Clause in Schedule of Rates.

2.2.2 The Contractor shall provide all equipment, materials, and services as specified in **Annexure-3**. The Contractor shall be solely responsible for the operation of Contractor's Equipment including but not limited to the rigging up, testing, running and rigging down thereof.

2.2.3 The Contractor shall submit the **Operating Handbooks and guidelines** to the Company for Approval prior to the Commencement of operation.

2.2.4 The Contractor shall evaluate the final effluents of DWM at a NABL accredited laboratory recognized by State/Central Pollution Control Board at regular interval (weekly) and submit the report to the Company.

### **2.3. EQUIPMENT:**

2.3.1 Provision of effluent treatment package that will ensure treatment of all wastewater / drill-cuttings generated from the drill site to the prescribed limits. Contractor to provide sufficient pumps and flow lines to rig the package up for efficient operation & sufficient chemicals stocks to support effluent treatment. Bidders to include complete technical details and specifications of the contractor's effluent treatment package equipment in the bid. A minimum requirement is listed in **Annexure-3**. (This is by no means a comprehensive list; bidder to provide a list and specification of all equipment proposed); Bidder is required to propose an equipment package that will ensure proper treatment to achieve the prescribed limits. An equipment layout and flow diagram should also be included in the submission. Bidder to submit a test report of their laboratory indicating the specifications of untreated water as well as treated water along with the ranges of dosages of chemicals required to arrive at the water quality prescribed by state pollution control board (Annexure-4).

**2.3.2** Upon request by Company, Contractor shall provide proof of maintenance and service history of all items of equipment supplied. Contractor shall maintain all equipment in a fit for purpose condition and shall supply all relevant certification on request. Contractor shall maintain adequate stock of consumables and accessories to manage the operation of the Work in a remote location.

**2.3.3** Contractor shall ensure that the equipment is maintained in a condition so as to prevent any downtime or waiting on equipment time during operations. Contractor is to make Chemist / Company's representative immediately aware of any equipment malfunctions, questionable job operating procedures, or inventory deficiencies.

**2.3.4** The contractor is required to maintain his warehouse for chemicals at a suitable place in Jaisalmer or Jodhpur area to adequately supply the material in a timely fashion and to provide support for the effluent treatment equipment while it is operating for the company on the drilling project.

#### **2.4 STANDARD OF PERFORMANCE:**

The Company expects contractor's representatives to be knowledgeable in the treatment of wastewater generated from drill sites and to operate and maintain the equipment in a safe and efficient manner at all times.

Contractor's technical proposal submitted prior to the Commencement of operation should include but not limited to the following:

- a) Effluent Treatment System / process proposed.
- b) List of proposed chemicals and Contractor's recommended concentration of chemicals for the proposed effluent treatment system for each section.
- c) The requirement of total quantity of water treatment chemicals to drill the wells including a 50% back-up as contingency.
- d) Contractor shall indicate their proposed chemicals in addition to or in lieu of the attached list based on their proposed treatment system. Contractor is encouraged to propose appropriate additional surface solutions for disposal of treated wastewater. Contractor shall submit detailed technical specifications of each chemical including the MSDS sheets, quality test reports from manufacturer and standards with which they comply. The minimum applicable standard is API/ BIS.
- e) The Contractor shall provide a suitable testing laboratory with adequate testing equipment, chemicals and reagents to carry out a full check of untreated and treated water.
- f) **A complete list of equipment and materials that Contractor can provide should be annexed to the Tender.** The standard price table for the materials and equipment shall be attached with the Price Bid with applicable discounts.
- g) The Contractor shall comply fully with applicable environmental international and local laws, regulations and practices.
- h) The Contractor shall be able to provide all equipment, labour and materials and services specified herein or in the compensation schedule. Contractor shall be solely responsible for the operation of Contractor's equipment including but not limited to the rigging up, testing, running and rigging down thereof.

#### **2.5 PERSONNEL:**

Contractor shall provide the following personnel for running and maintenance of the DWM system:

- a) Waste Management Supervisor: 1 (one)
- b) Waste Management Operators: 2 (two)

2.5.1 One qualified, skilled and experienced Waste Management Supervisor, who must have 5 (five) years of experience in effluent treatment process and running all types of effluent treatment systems. The Waste Management Operators should have minimum of 3(three) years of experience in similar system, shall be required to work back to back on a suitable rotational on-off basis. Minimum Educational qualifications for the Waste Management Supervisor should be B.Sc / Diploma (electrical /mechanical / chemical/civil) & Minimum Educational qualifications for the Waste Management operators should be H.S in any stream. The Waste Management Operators shall be responsible for, but not be limited to the following:

- a) Optimise chemical dosage required for effluent treatment process.
- b) Perform daily checks of treated water, at least thrice a day and more often as required by operations and report them in a standard format as mutually agreed by the Company and the Contractor.
- c) Run, maintain and manage the DWM system
- d) Prepare daily reports and submit to the OIL Chemist / Company representative
- e) Maintain a stock of inventory of DWM related chemicals on the rig site and ensure that adequate stock is available to maintain and run the DWM system as per operational requirement.
- f) Shall be able to run the filtration units if required during well completion operations/ production testing.
- g) Contractor will remove and replace in a reasonable time at the Contractors expense any of the Contractors personnel if Company so requests in writing setting out grounds for its requirement.

2.5.2 The contractor shall submit résumés/bio data along with all the supporting documents of Contractor's proposed Supervisor / operators as a minimum, full details of qualifications, years of relevant experience, previous employment and responsibilities to OIL before deployment at site. Personnel who are approved by OIL shall only be deployed at site.

2.5.3 In case of foreign nationals engaged for execution of the contract, the contractor shall arrange for necessary permit, security clearance from Ministry of Defence, Ministry of External Affairs, Ministry of Home Affairs and concerned District Authorities. The Company shall forward require introductory letter /recommendations for the same.

Note: The Waste Management Supervisor & Waste Management Operators are to be deployed without fail. Non-compliance would incur penalty as per Penalty Clause in Schedule of Rates.

## **2.6 REPORTING:**

2.6.1 DWM Supervisor / Operator is required to submit daily operations reports to the onsite Chemist / Company's Representative indicating 24 hours operation details, volume of effluent processed, chemical consumption etc.

2.6.2 A detailed end of well report should be prepared and submitted to the OIL Chemist / Company's Representative no later than 15 days after the end of the well. This recap should include a minimum of the following for each hole section:

- a) services performed;
- b) Performance of equipment;
- c) Chemicals/Consumables used;
- d) Downtime occurred;
- e) Conclusions and recommendations

## **2.7 TECHNICAL SUPPORT**

2.7.1 The technical support shall include but not be limited to:

- a) To provide effluent testing facilities in a laboratory near by the operational area.
- b) Pilot test and optimize chemical dosage in de-watering process based on suggestions from the Company and contractor personnel.
- c) The Contractor should supply details and location of their supply base facilities.
- d) The Contractor shall make available to the Company in as much as it is not constrained by agreements of confidentiality, details of any ongoing research and development activities that it is undertaking and which may be relevant to the companies' operation.

2.7.2 The Contractor is required to mobilize all its equipment and manpower to the company's first well site as indicated by the Company in LOA/ mobilization notice. Contractor will arrange appropriate logistics for the supply of consumable items required over the course of the project.

2.7.3 One flowmeter should be installed in the inlet & one flowmeter should be installed at the outlet of the ETP unit.

2.7.3 All lifting and load bearing equipment of the Contractor shall be certified prior to use and all relevant certification shall be available for inspection. All toolboxes and containers must be sent with certified slings and a copy of the certification should be sent with the equipment. The slings should be clearly identifiable as belonging to the Contractor.

## **2.8 HEALTH, SAFETY AND ENVIRONMENT:**

2.8.1 The Contractor shall comply with applicable Environmental laws, statutory regulations and The Mines Act, 1952 & Mines Rules, 1955; The Oil Mines Regulations, 2017 as applicable to oil mines etc.

2.8.2 The contractor shall provide all the necessary PPEs required for job. All the PPE shall be DGMS Approved/ as per international practice. The contractor's personnel shall perform duty in accordance with Contractor's own HSE policy. In addition to above, the contractor personnel at well site must comply with OIL's internal HSE policy.

2.8.3 All electrical equipment which are used in hazardous area shall be as per regulation no. 107 of OMR-2017.

2.8.4 Over pressure protection devices shall be fitted to any pressure containing equipment that may be subject to pressures exceeding their maximum allowable design pressure. All protective devices & gauges shall carry valid and current certification.

2.8.5 Contractor shall follow all the MSIHC Rules ,1989, OISD STD 144 & 200 GDN wherever applicable in the Rules & Standard,

2.8.6. Contractor shall have their Risk Assessment for all their activities and mitigate the risk during Drilling operation

2.8.7 Contractor shall have SOP (Safe Operating Procedure) for their Routine and Non Routine activities during Drilling operation.

2.8.8 Contractor shall provide chemical compatibility PPE approved by DGMS/International standard to their employees at all times

2.8.9 ETP equipment's shall meet IS standards/International Standards wherever applicable.

2.8.10 Contractor's laboratories/analysis of effluent & waste water shall be done through accredited Laboratories by NABL from Quality council of India.

2.8.11 Contractor shall provide metering arrangement for inlet and outlet of ETP and maintain the record of reading of ETP during operation.

2.8.12 Contractor shall be maintained the parameter at all-time as per mentioned in Annexure 4 whenever discharge/disposal of Trade effluent to any pit /surface and the record of the same shall be available in Drilling site.

2.8.13 Contractor shall take precautionary measures for H<sub>2</sub>S & CO<sub>2</sub> during their operation.

2.8.14 Contractor shall follow all safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion. Contractor shall conduct monthly mock drills including odd hrs & HSE meetings. The record of the same submitted to OIL.

2.8.15 All the pressure vessels shall have all the valid statutory/ testing documents.

2.8.16 Contractor shall provide the training record and training matrix of the personnel engaged by him.

2.8.17 Contractor shall prepare a Emergency Response Plan as and submit to OIL.

**2.9 Hot rolling:** The wells have low BHT, hence hot rolling to be done at 80°C and duration of hot rolling will be 18hours. (The temperature gradient of the formation is 25°C/1000m.)

**3.0 INSTALLATION/ DISMANTLING/ INTERLOCATION MOVEMENT/ DEMOBILISATION:**

A) All tools/ equipment/accessories/consumables shall be mobilized to first designated location. The equipment will be installed and made operational for carrying out assigned job.

B) Inter location movement (ILM) of tools/ equipment/accessories/consumables from the first location to subsequent locations shall be responsibility of the Contractor.

C) The Contractor to demobilize all the tools/ equipment/accessories/consumables after completion of the jobs at the last location on receipt of Demobilisation notice from the Company.

Note: Mobilization and demobilization for Mud Engineering and Drilling Waste Management (DWM) shall be done as per requirement for 02 (two) rig operation.

**4.0 AREA MANAGER / BASE MANAGER:** He should be Engineering Degree/Diploma holder or Master/bachelor's degree in science and should have sound health. He should have work experience in drilling operation in Oil/Gas wells for about 05 (Five) years. The person should be well conversant of well operations and should be capable of handling well problems arising out of locality and logistics. The Area Manager must be available on call 24X7 and should report to OIL Office, Jodhpur / Well site as and when asked for to receive any instruction or resolve any issues pertaining to the contract.

Note: The area manager is to be deployed without fail. Non-compliance would incur penalty as per Penalty Clause in Schedule of Rates.

**Table:**

ANNEXURE I

Table 1A

**MUD POLICY FOR RAJASTHAN FIELD:**

<b>Hole Size</b>	<b>Mud System</b>
17 1/2"	Lightly treated water-based bentonite mud system
12 ¼"	Water based polymeric mud system / NaCl Saturated polymeric Mud System
8 ½"	NDDF mud system

Table 1B

**Proposed mud system:**

<b>Hole Size</b>	<b>Mud System</b>	<b>Mud Density (ppg)</b>	<b>MF Viscosity (sec)</b>	<b>PV (cp)</b>	<b>YP (lb/100 sq.ft)</b>	<b>Gel (0'/10')</b>	<b>F/loss (cc)</b>
<b>17 1/2"</b>	Lightly treated water based system	8.7-9.0	60-50	ALAP	18-22	10/35	<15
<b>12 ¼"</b>	Water based polymeric mud system / NaCl Saturated polymeric Mud System	9.0-9.6	50-45	ALAP	16-20	8/12	<10
<b>8 ½"</b>	NDDF mud system	8.8-9.0	45-40	ALAP	22-28	10/12	<7

Table 1C

Sl. No.	Mud property	Unit	Laboratory Testing		Remarks
			Before Hot roll	After Hot Roll at 180F	
1	Mud weight				
2	Plastic Viscosity				
3	Yield Point				
4	10s Gel.				
5	10m Gel				
6	API filtration loss/Cake				
7	HP-HT filter loss				
8	pH				
9	Lubricity Coefficient				
10	Solids uncorrected				
11	PHPA concentration				
12	Any other properties				

Table 2

Sl. No.	Name Of chemical	Brand name	Country of origin	Unit of supply	Unit cost	Specs enclosed Yes/No	MSDS enclosed Yes/No
1	Barytes						
2	Bentonite						
3	Caustic Soda						
4	CMC(HVG)						
5	CMC(LVG)						
6	Geltax (modified guar gum)						
7	PAC (R )						
8	PAC(SL)						
9	XC Polymer						
10	Graphite						
11	Linseed Oil						
12	NaCl						
13	Cal Carb (F/M/C)						
14	Pipelax						
15	Mica						
16	Saw dust						
17	Jel flake (cellophane flake)						

18	Walnut shell						
19	Defoamer						
20	Biocide (ENV)						
21	Soda ash						
22	Sodium bicarb						
23	Teepol (Sodium dodecyl benzene sulphate)						
24	Mud Detergent						
25	Polyol						
26	PGS						
27	SAPP						
28	PHPA						
29	CI (amine based)						

ANNEXURE 2

<b>Sl No</b>	<b>Items</b> (For one Mud laboratory)	<b>Quantity</b>
1	Fann VG Meter 6 speed	1
2	API Filter Press	1
3	Marsh Funnel with Cup	3
4	API Mud Balance	3
5	API Sand Content Apparatus	1
6	Hamilton Beach Mixer	1
7	Oil Water Retort Kit	1
8	Mud Filtrate Test Kit	1
9	Methylene Blue Test Kit	1
10	Thermometer	1
11	Hot Plate	1
12	pH Meter	1
13	HP-HT Filter Press	1
14	Pressurized Mud Balance	1
15	Resistivity Meter	1
16	Portable Centrifuge	1
17	Lubricity tester	1
18	Glassware, Reagents	As per Requirement

## DWM PACKAGE &amp; SERVICES

	Items	Description	Unit	Qty
Unit-1	I	<b>Floating Oil Skimmer Unit</b> Recovery Rate 20 GPM (4.5 ton/h) Complete with Polypropylene Frame, 1" Discharge Pump (double diaphragm) and Control Valves with Oil Filter Kit.	NO	1
	II	<b>Pump</b> to lift effluent from pit	NO	1
	III	<b>Storage tank with agitator</b> (Cap:150 bbl)	NO	1
	IV	<b>Centrifuge</b> Fully Hydraulic drive centrifuge complete with Mono pump with required drive. The unit is capable of speed up to 2500 RPM and utilizes a 14" bowl	NO	1
	V	Skid mounted <b>flocculation unit</b> complete with an agitated flocculants mixing tank with fish eye removal device, adjustable rate dosing pump, Static mixer for blending injected fluids and explosion proof control panel for controlling all the equipment.	NO	1
	VI	Chemical Dosing Tanks with agitators and dosing pumps	NO	1
	VII	Suitable Diesel generator set/sets sufficient to run all the DWM equipment independent of rig power supply.	NO	1
	Items	<b>Consumables</b>	Unit	Qty
	1	10 micron absolute Cartridges		
	2	5 micron absolute Cartridges		
	3	25 micron bag filters		
	4	40 micron bag filters		
	5	Chemicals for flocculation (Indicate cost / kg; imported or Indian) Flocculant Coagulant-1 Coagulant-2		

## ANNEXURE 4

Oil and gas drilling and processing facilities, situated on land and away from saline water sink, may opt either for disposal of treated water by onshore disposal or by reinjection in abandoned well, which is allowed only below a depth of 1000 m from the ground level. In case of re- injection in abandoned well the effluent have to comply only with respect to suspended solids and oil & grease at 100 mg/l and 10 mg/l, respectively. For on-shore disposal, the permissible limits are given below:

S.No	Parameter	On-shore discharge (Not to exceed)
1	pH	5.5 -9.0
2	Temperature	40°C
3	Suspended solids	100 mg/l
4	Zinc	2 mg/l
5	BOD at 27oC for 3 days	30 mg/l
6	COD	100 mg/l
7	Chlorides	600 mg/l
8	Sulphates	1000 mg/l
9	Total Dissolved Solids	2100 mg/l
10	% Sodium	60 mg/l
11	Oil & grease	10 mg/l
12	Phenolics	1.2 mg/l
13	Cyanides	0.2 mg/l
14	Flourides	1.5 mg/l
15	Sulphides	2.0 mg/l
16	Chromium (hexavalent)	0.1 mg/l
17	Chromium (Total)	1.0 mg/l
18	Copper	0.2 mg/l
19	Lead	0.1 mg/l
20	Mercury	0.01 mg/l
21	Nickel	3.0 mg/l

**RESPONSIBILITY MATRIX FOR MATERIAL AND SERVICES:**

The brief responsibility matrix but not limited to the followings:

SL no	Item	Provided by		At the cost of	
		Bidder	OIL	Bidder	OIL
1	Transportation of Chemicals up to Rig site (Godown to site)	√		√	
2	Provide access to utilize Rig equipment for preparation of drilling fluid		√		√
3	Catering at rig site*		√		√
4	Laboratory equipment required for determination of Mud parameters	√		√	
5	Warehouse facility for bidders' materials	√		√	
6	Accommodation of bidder's personnel		√		√
7	Unskilled manpower required for handling and mixing of mud chemical at drilled site	√		√	
8	Mud laboratory at the drill site to be provided for testing of Mud parameters	√		√	
9	Loading, unloading, mixing of Chemicals & cleaning of Mud handling equipment's at each drill site.	√		√	
10	Transportation of chemicals from one location to other location.	√		√	
11	Water supply for Mud preparation and laboratory		√		√
12	Power supply		√		√
13	Disposal of empty bags, drums and other left over of Chemicals	√		√	
14	Space for Mud chemical storage at well site		√		√
15	PPE and insurance over of bidder's personnel and equipment.	√		√	

- Food and lodging will not be provided to the personnel during the ILM of drilling rigs.

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## **PART-3, SECTION-III**

### **SPECIAL CONDITIONS OF CONDITIONS**

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

1.1 Company's nominated Chemists will be associated with supervision & guidance of the work to be carried out by the Contractor throughout the operations. The Contractor shall execute the Mud Engineering and Drilling Waste Management(DWM) services in a cost effective way with professional competence and in an efficient workman-like manner and provide Company with a standard of work customarily provided by reputed Mud Engineering/DWM Contractors to major international oil companies in the petroleum industry.

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

2.1 The Contractor shall provide the Mud Engineers and other personnel as may be required for job execution at site including testing/handling of Mud laboratory, supplying & storing of Mud Chemicals, formulation, preparation & monitoring of mud system etc. to ensure uninterrupted drilling of wells.

2.2 The Contractor shall provide the Drilling Waste Management (DWM) services personnel as may be required for job execution at site including testing/handling of DWM facilities, supplying & storing of Chemicals & monitoring of the system etc. to ensure uninterrupted treatment of Drilling Wastes.

2.3 The Mud Engineers/DWM personnel to be deployed by the Contractor for job execution at site must have the requisite experience & qualifications as detailed herein and should be fluent in English language. On Company's request, Contractor shall remove and replace at their own expenses any of their personnel whose presence is considered undesirable in the opinion of the Company.

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

2.5 Company will provide the Mud Engineers and DWM personnel's accommodation and preliminary first-aid services at well site free of charge. Company shall provide only boarding & lodging facility at Site for **5 (five)** Contractor's personnel. However, food and lodging facility will not be provided to the personnel during the ILM of drilling rigs.

2.6 **OIL shall not buy any leftover chemicals brought in by the Contractor after completion of the project/expiry of the contract under any circumstances.**

2.7 Bidder shall furnish the list of Equipments' with type, make, and year of manufacture with supporting documents as per scope of work along with their offer.

The Contractor shall utilize the Common Chemicals of Ex-OIL stock with discussion with Company's nominated Chemist.

3.0 **LABOUR:** The contractor may recruit labours for chemical mixing in mud preparation/ treatment and maintenance of drilling waste management. The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area.

The facilities to be given to the labourers should conform to the provisions of labour laws as per Contract Labour (Regulation & Abolition) Act, 1970.

- 3.1 **SAFETY:** Contractor shall follow all safety norms as prevalent in the petroleum industry globally and also observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and safe handling of chemicals at all times.
- 3.2 The contractor shall be responsible for the safety of their sub – contractor’s personnel, if any, and provide them food and accommodation facilities, if required.
- 3.3 Contractor shall provide the **Personal Protective Equipment (PPE)** to their personnel. The contractor shall carry out the **Pre – Medical Examination (PME)** of their personnel before entering into the well site. The contractor will also provide the **Police Verification certificates** of their personnel and of their sub – contractor’s personnel.
- 4.0 **CONFIDENTIALITY OF INFORMATION:** All information obtained by Contractor in the conduct of operations and the information/maps provided by the Company to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company’s personnel. This obligation of Contractor shall be in force even after termination of the Contract.

#### 5.0 **OBLIGATIONS OF THE CONTRACTOR:**

- 5.1 Contractor at their cost shall arrange the clearance of all Chemicals, Equipment, spare parts, consumable, etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Contractor. Any demurrage in this process will be at Contractor's cost.
- 5.2 For clearance of imported items on concessional/nil rate of customs duty as prevailing now, Company will issue recommendatory letters for Contractor to obtain Essentiality Certificates (EC) from the DGH (India), provided proper commercial invoice(s) & request letter is received by company in 20 days (min.) advance. Delay in submission of such documents or submission of improper/inadequate documents to Company in this regard will be at sole risk and liability of Contractor.
- 5.3 Contractor shall arrange for inland transportation of all chemicals, equipment, related spares & consumables from the port to the place of work and back at the end of the work at their own expense. Contractor shall carry sufficient stocks of these items for uninterrupted operation throughout the contractual period.
- 5.4 Contractor shall maintain proper account of the consumption of chemicals/ spares and shall submit daily, weekly and monthly consumption/stock statements to the Company.
- 5.5 Contractor shall keep their equipments in good working order all throughout.
- 5.6 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the Contract period) and complete all documentation required. Company will issue necessary certificates etc. as required.
- 5.7 Any other works required for efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligations of the Company defined below.
- 5.8 The Contractor shall furnish the list with Bio-data of key personnel proposed to be deployed prior to the commencement of work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.

- 5.9 The Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Contractor's Personnel with 24 hours' notice.
- 5.10 Contractor shall comply with Indian Laws and regulations of Government of India but not limited to laws in respect of inland travel, use of wireless sets, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc. Any other work required for the efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligation of the Company defined in para 6.0 below.
- 5.11 In case of foreign nationals engaged for execution of the contract, the Contractor shall arrange for necessary permit, security clearance from Ministry of Defence, Ministry of External Affairs, Ministry of Home Affairs and concerned District Authorities. The Company shall only forward required introductory letter / recommendations for the same.
- 5.12 Inter location movement (ILM) of tools / equipment / accessories from first location to subsequent locations shall be the responsibility of the Contractor.
- 5.13 The Contractor to demobilize all tools/equipment/accessories after completion of jobs at on receipt of Demobilization notice from the Company.
- 5.14 The Contractor shall evaluate the final effluents of DWM at a reputed laboratory recognised by State/Central Pollution Control Board at regular interval (weekly) and submit the report to the Company.
- 5.15 The contractor will be fully responsible for the proper disposal of empty drums, empty bags, ETP sludge & final effluents generated during drilling in an environment friendly manner with proper CPCB / SPCB norms.
- 5.16 **PROTECTION OF ENVIRONMENT:** In performance of the Contract, the Contractor shall carry out the services with due regard to concerns with respect to protection of the environment and conservation of natural resources and shall in particular comply with the requirements of applicable laws and the reasonable requirements of the Government from time to time

#### **6.0 OBLIGATIONS OF COMPANY:**

- 6.1 Company shall be responsible for Petroleum Exploration License (PEL) and consent to operate from appropriate authorities for carrying out the drilling operation. Administrative help will be provided by Company towards obtaining permits for the expatriates required for the operations. However, the Contractor shall make available the required details of the expatriates, for their permits, well in time.
- 6.2 Company shall organize all possible help from local Government/ Administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics.
- 7.0 COMPLETION OF DEMOBILIZATION:** Demobilization shall be completed by Contractor within 30 days of expiry/termination of the contract. After the completion of work, all equipment, accessories etc. brought into India on re-export basis shall be re-exported by Contractor except consumables and spares, which were consumed during the course of job execution under the contract. In case of failure to do so in the allotted time hereof except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the customs duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills. In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from Company

and other appropriate government clearance in India, then Contractor shall be fully liable for payment of the custom duty.

**7.0 Points to be excluded from GCC:**

7.1 Following insurance policies may be excluded from GCC:

- a. Comprehensive General automotive liability.
- b. Carrier's legal liability insurance.

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**PART-3, SECTION-IV**  
**SCHEDULE OF SERVICES/SCHEDULE OF RATES**

The bidders must quote the rates in their **price bid** as per the format Proforma-II **The payment shall, however, be made for the actual work and consumption of chemicals done.** The payment shall be made for the actual work done and all “DAY RATE” charges shall be payable after prorating to nearest hour.

**A. MOBILIZATION CHARGES:**

Total Mobilization Charges (Sum of Serial no 1, 6,13,17,21 & 25 of price bid) quoted should not exceed **3%** of the sub-total contract value (Total of Table A & Table B of price bid).

**1. FOR TOOLS / EQUIPMENT WITH ALL ACCESSORIES / CONSUMABLES:**

a) Mobilization charges shall be one-time **lump sum** charge which shall covers all local and foreign costs (if any) of the Contractor to mobilize the tools & equipment and Consumables as specified in the Contract, to the location and also includes all duties, any other local and foreign taxes, service tax, port fees, inland transportation and any other costs if applicable etc.

b) **Mobilization Charges** as LUMP SUM amount shall be payable on the completion of **Mobilization** as defined in ‘General Conditions of Contract’.

c) Company at its discretion may allow operations to start without completed mobilization. However, the shortfall items must be mobilized by the Contractor immediately thereafter. If Company permits the Contractor operations without completed mobilization, only 80% of Mobilization charges will become payable to the Contractor and the remaining 20% of mobilization charges will be deducted as penalty over and above the liquidated damages as set out in the Contract, which will not be paid by Company even after the shortfall items are made available. However, notwithstanding this provision for partial mobilization, Contractor must make all efforts for mobilization of Contractor’s equipment, tools and accessories etc. as per the contractual provisions.

d) Contractor must ensure availability of consumables and the chemicals for at least two wells in their initial mobilization.

**2. FOR PERSONNEL:**

a) **Mobilization Charges** shall be “**LUMP SUM**” amount and shall cover all costs of Contractor including but not limited to travel expenses, in-transit accommodation charges, personal insurance etc. for Contractor’s Personnel to reach the Company designated Site on receipt of the mobilization notice from Company.

b) **Mobilization Charges** shall be payable to the Contractor after the completion of **Mobilization** of Contractor's Personnel as defined in 'General Conditions of Contract'.

c) There may be "two Rig operations", for which two set of personnel (Lead Mud Engineer, Night Mud Engineer, DWM supervisor and DWM operators) as well as Mud laboratory with accessories and DWM will be required at the same rate and terms & conditions (Price bid format, Table B).

### **C. DEMOBILIZATION CHARGES**

Total Demobilization Charges (Sl. No 2 ,7,14, 18, 22 & 26 of price bid) quoted should not be less than **2%** of the sub-total contract value (Total of Table A & Table B of price bid).

#### **1. FOR TOOLS / EQUIPMENT WITH ALL ACCESSORIES / CONSUMABLES:**

a) The Demobilization Charges shall be payable one time on lump sum basis which include all charges towards demobilization of Contractor's tools, equipment along with all accessories from the drilling location to Contractor's base upon completion/termination of Contract.

b) All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India will be to Contractor's account.

c) The Company shall give notice to the Contractor to commence demobilization. The Contractor will ensure that demobilization is completed within 30 (thirty) days from the date of notice from the Company.

d) No charges, whatsoever, shall be payable to the Contractor from the date notice for demobilize is issued to the Contractor by the Company.

e) Pursuant to Clauses of 'General Conditions of Contract', Demobilization charges shall be paid to the Contractor for complete package of Tools/ Equipment/ Spare/ Accessories etc. after completion of the contractual period/ termination of the Contract.

f) The Contractor will ensure that demobilization is completed and Company's work-site is cleared-off Contractor's property within 30 (thirty) days of notice from the Company. Penalty will be imposed "@10% per day" of De-Mobilization Charges for every additional day consumed by Contractor beyond stipulated 30 (thirty) days to complete De-Mobilization.

#### **2. FOR PERSONNEL:**

**De-Mobilization Charges** shall be payable to the Contractor as "**LUMP SUM**" amount for the Contractor's personnel after their departure from the well site on receipt of de-mobilization notice from the Company.

### **E. RENTAL CHARGES FOR ALL EQUIPMENT PER DAY [FOR TOOLS / EQUIPMENT WITH ALL ACCESSORIES]**

a) Rental Charges for Contractor's tools & equipment shall be payable with effect from the date of completion of Mobilization (Serial no 3 & 8 of price bid).

- b) The Rental Charges includes the use of equipment, supply of spares and consumables, replacement/ maintenance cost and other operational requirement (if any) during the Contract period. The Contractor must maintain adequate stock of such regularly required items/spares at the drilling site under their possession to ensure uninterrupted service.
- c) All other necessary equipment, tools and accessories etc. will be provided by the Contractor for due performance of the intended services without any additional rental charges to Company.
- d) During "Rental" period the tools/equipment are required to be in fully operating condition, save repair and preventive maintenance with prior permission of the Company.
- e) Rental Charges shall not be payable, if the Contractor withdraws the whole or part of the equipment or any manpower affecting operations.
- f) If Contractor's tool/ equipment fails to perform, for any reason during the operation, no Rental Charges shall become payable until the equipment/ tool is put back into operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.
- g) Rental Charges shall not be payable for any tool/ equipment from the day of last successful operation if the tool /equipment including back-up(s) fails to function, to Company's satisfaction, up to the very beginning of the next operation.

**Note:** Mobilization and demobilization for Mud Engineering and Drilling Waste Management (DWM) shall be done as per requirement for 02 (two) rig operation.

#### **F. OPERATING DAY RATE FOR PERSONNEL (ODRP)**

- a) **ODRP** shall be payable for the following Contractor's Personnel:

##### **For Mud Engineering Services:**

Lead Mud Engineer.

Second Mud Engineer.

##### **For Drilling Waste Management Services:**

Waste Management Supervisor.

Waste Management Operators.

The Contractor may engage additional personnel for maintenance or assistance in the performance of the Work. The Company shall not be responsible to pay any charge or day rate for such additional personnel.

- b) **ODRP** shall be payable to Contractor's Personnel for performing the Work as envisaged under the Contract from the day the Contractor completes Mobilization of Contractor's personnel at the designated Locations.
- c) **ODRP** for Contractor's Personnel shall cease with effect from the day the Company serves demobilization notice to the Contractor.
- d) No **ODRP** shall be due to the Contractor if Contractor's tool/ equipment fails to perform for any reason during the operation, until the equipment/ tool is put

back into operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.

#### **G. STANDBY DAY RATE FOR PERSONNEL (SDRP)**

a) **SDRP** shall be payable for the following Contractor's Personnel:

**For Mud Engineering Services:**

Lead Mud Engineer.

Second Mud Engineer.

**For Drilling Waste Management Services:**

Waste Management Supervisor.

Waste Management Operators.

b) **SDRP** shall be payable to Contractor's Personnel for the period; operations are halt due to rig repair/standby/shutdown etc. leading to suspension of Mud Engineering/ Drilling Waste Management services continuously for more than 48 hours. However, for the initial consecutive 48 hours of suspension of Mud Engineering / Drilling Waste Management services under such condition, the **ODRP** as per **Clause 'C'** above shall be payable. The SDRP shall apply beyond the initial 48 hours till resumption of the services.

c) **SDRP** shall not be payable to the Contractor for the period **ODRP** is being paid.

#### **H. INTERIM DEMOBILIZATION & REMOBILIZATION CHARGES (TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES)**

a) The bidder is required to quote **Interim Demobilization & Remobilization Charges** in LUMP SUM to any well **covering** rental Tools/ Equipment with accessories. The company retains the right to De-Mobilize Contractor's Equipment & Tools temporarily from any well and Re-Mobilize the consignment to same well or another well in case of, but not limited to, need for temporary suspension of Company's activity for operational reasons, or any other reason as deemed fit to the company. In such an event these charges in LUMP SUM amount are payable.

b) No Charges, whatsoever, shall be payable from the time the Interim De-Mobilization notice is issued till Re-Mobilization is completed under Company's advice and duly certified by Company's representative.

c) The total period of interim demobilization and remobilization during the Contract duration for equipment/ tools and accessories shall not exceed 3 (three) months. However, beyond said period, the interim demobilization and remobilization period may be extended by the parties at mutually agreed rates, terms and conditions. The Company, at its discretion, may add back such interim demobilization and remobilization period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract.

**I. INTER – LOCATION MOVEMENT (ILM) CHARGES :  
(TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES)**

- i) Depending on the distance between locations, separate rates will be applicable as mentioned below
  - a. Fixed Charge (Lump sum) per ILM up to 50 km
  - b. Kilometer Charges for ILM in excess of 50 km. This will be in addition to lump sum rate for ILM up to 50 km as mentioned in (a) above.
- ii) The Contractor shall carry out inter-location movement of Contractor's items on completion of operation at one well & after receipt of notice from the Company. ILM Charges shall be payable after mobilization of Contractor's items to Company designated next location, only when all the tools/ equipment/ consumables are received and tools/ equipment are tested/ calibrated to its rated specifications to the satisfaction of the Company. The Contractor shall complete the Inter-location Movement within 15 (fifteen) days from the date of ILM notice issued by the Company if the distance between locations is up to 50KM. If ILM is more than 50 kilometer the time allowed shall be in proportion of 1 (one) day for each 50 km or part thereof. Day Rate Charges (Rental) shall start after the completion of ILM.
- iii) The Contractor shall be solely responsible for executing Inter-Location Movement that covers shifting of all tools / equipment / consumables / Accessories. The crane service at the wellsite too will be arranged by the Contractor. Supervision, safety of the tools/ equipment/ consumables/ accessories during loading, transportation and unloading will be responsibility of the Contractor.
- iv) The Contractor is required to complete Inter-location movement inclusive of Dismantling of Contractor's facility in one well, Re-Installation and Re-Commissioning of same in next well as per operational requirement.
- v) No Day Rate Charges (RENTAL) for Tools / Equipment shall be payable during the period of inter location movement [from one well to next well] inclusive of Re-Installation & Re-Commissioning at next well. However, if the Contractor is not able to complete the ILM within the stipulated period due to the reasons not attributable to the Contractor, the Contractor shall be paid Day Rate Charges (Rental) for Tools/ Equipment on expiry of the stipulated period.

**J. ZERO RATES:**

Notwithstanding any provision in the Contract, payment on hourly Pro -rata basis shall be payable for the period, the job or activity assigned to the Contractor is halted due to breakdown of Contractor's tools/equipment or for any other reason whatsoever attributable to the Contractor up to 06 (six) hours. After 06 hours, no charges will be paid to the Contractor.

**K. PENALTY:** In the event of contractor failure to strict adherence in providing the minimum requirements of key personnel as mentioned in 1.2, 2.5 (a), 2.5 (b)

& 4.0, and clearance as per point 2.2.2 (h) the penalty rates shall be levied at the following rates:

<b>FAILURE</b>	<b>PENALTY PER DAY</b>
1. Failure to provide Mud engineer (lead or second)	No ODRP & SDRP for the personnel as well as 5% of Rental Charges of Mud lab & accessories.
2. Failure to provide ETP Supervisor and any ETP operators	No ODRP & SDRP for the personnel as well as 5% of Rental Charges of DWM unit
3. Failure to provide Area Manager as and when required	At the rate of 2.5% of Rental Charges of Mud lab & accessories & 2.5% of Rental Charges of DWM unit
4. Failure to clear the plinth after 10 days of rig release.	At the rate of 5% of ILM charges upto 50 km of Mud lab & accessories & 5% of ILM charges upto 50 KM of DWM unit. No ILM charges upto 50 KM of Mud lab & accessories and DWM unit will be given to the contractor after clearance given beyond 15 days.

**L. DAY RATE FOR TOOLS/ EQUIPMENT / PERSONNEL DURING FORCE MAJEURE:**

i) All rates quoted by the Bidder shall be restricted to 50% of respective charges under above circumstances.

This will be considered as **FORCE MAJEURE RATE**.

ii) The **Force Majeure Rate** shall be payable during the first 10 (ten) days period of force majeure condition. No payment shall accrue to the Contractor beyond the first 10 (ten) days period unless mutually agreed upon.

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## **PAYMENT TERMS**

The total estimated Contract Price as indicated in Schedule of work, quantities & rates - BOQ of this Contract is inclusive of all statutory liabilities viz. Corporate Income Tax, Personal Tax, etc. and GST. The Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in BOQ of this Contract

Payment shall be made for the actual work done. Company shall pay the Contractor the amount due subject to contractor's completion of a service listed in Description of Services, after proper inspection by Engineer-in-charge. No part-wise payment shall be made for a particular line item.

Note: All Invoices are to be sent to the following address:

GENERAL MANAGER (CHEMICAL),  
Oil India Limited, Jodhpur  
2A District Shopping Center, NH62,  
Saraswati Nagar, Jodhpur  
Rajasthan 342005

# INTEGRITY PACT

Between

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

And

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

## **Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for -----. 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.

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 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:

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during 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.
- (ii) 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.
- (iii) 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 substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

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

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

- (i) The Bidder 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 subsequent contract execution, if awarded.
- (ii) The Bidder 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(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) 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 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 public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(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 will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder 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, for such reason.

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder 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 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 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.

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

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

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

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other 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 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.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder 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 Independent External Monitor (IEM) for this Pact.

(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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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.

(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 Bidder. The parties offer 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 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 the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

#### **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. 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) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

(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.

..... <b>For the Principal</b>  Date :  Place :	..... <b>For the Bidder/Contractor</b>  Witness 1: .....  Witness 2: .....
----------------------------------------------------------------	-------------------------------------------------------------------------------------------

**PROFORMA-A**

**LIST OF ITEMS (Equipment, Tools, Accessories, Spares & Consumable)**  
**TO BE IMPORTED IN CONNECTION WITH EXECUTION**  
**OF THE CONTRACT SHOWING CIF VALUE**

Sl. No.	Item Description	Qty/ Unit	Rate	Total	Freight & Insurance	CIF Value	Port & Other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	$E = C \times D$	F	$G = F + E$	H	$I = G + H$	J	K	L

- (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable in nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e., HSN Code) of each item in column "L".

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

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

**Seal of the Bidder:**

**TENDER NO. GEM/2024/B/4761784**  
**HIRING OF MUD ENGINEERING SERVICES**

SI no	Description	UOM	Qty	UNIT RATE (INR)	TOTAL VALUE (INR)
<b>A. Equipment</b>					
<b>a</b>	<b>Mud Lab &amp; Accessories</b>				
1	Mobilization Charges	LSM	2		0.00
2	Demobilization Charges	LSM	2		0.00
3	Rental Charges	DAY	2190		0.00
4	ILM charges upto 50 KM	LSM	34		0.00
5	ILM charges beyond 50KM	KM	600		0.00
<b>b</b>	<b>DWM (Drilling waste Management)Unit</b>				
6	Mobilization Charges	LSM	2		0.00
7	Demobilization Cahrges	LSM	2		0.00
8	Rental Charges	DAY	2190		0.00
9	ILM charges upto 50 KM	LSM	34		0.00
10	ILM charges beyond 50KM	KM	600		0.00
11	Interim Demobilization - Remobilization Charges for Mud Lab & Accessories	LSM	3		0.00
12	Interim Demobilization - Remobilization Charges for DWM Unit	LSM	3		0.00
<b>Total</b>					-
<b>B. Personnel</b>					
<b>a</b>	<b>Lead Mud Engineer</b>				
13	Mobilization Charges	LSM	6		0.00
14	Demobilization Cahrges	LSM	6		0.00
15	ODRP	DAY	2010		0.00
16	SDRP	DAY	180		0.00
<b>b</b>	<b>Night Mud Engineer</b>				
17	Mobilization Charges	LSM	6		0.00
18	Demobilization Cahrges	LSM	6		0.00
19	ODRP	DAY	2010		0.00
20	SDRP	DAY	180		0.00
<b>c</b>	<b>DWM Supervisor</b>				
21	Mobilization Charges	LSM	6		0.00
22	Demobilization Cahrges	LSM	6		0.00
23	ODRP	DAY	2010		0.00
24	SDRP	DAY	180		0.00
<b>d</b>	<b>DWM operator x 02 Nos</b>				
25	Mobilization Charges	LSM	6		0.00
26	Demobilization Cahrges	LSM	6		0.00
27	ODRP	DAY	2010		0.00
28	SDRP	DAY	180		0.00
<b>Total</b>					-

C. Chemicals for Drilling Fluid					
29	Barytes	MT	1080		0.00
30	Bentonite	MT	1800		0.00
31	C/soda	MT	252		0.00
32	CMC (H)	MT	54		0.00
33	CMC(L)	MT	54		0.00
34	Geltax	MT	36		0.00
35	PAC ( R)	MT	360		0.00
36	PAC(SL)	MT	432		0.00
37	XCP	MT	252		0.00
38	Graphite	MT	72		0.00
39	Linseed oil	KL	360		0.00
40	NaCl, Common salt	MT	900		0.00
41	Cal Carb (F/M/C)	MT	1440		0.00
42	Pipelax	KL	20		0.00
43	Mica	MT	108		0.00
44	Saw dust	MT	72		0.00
45	Jel Flake	MT	90		0.00
46	Walnut Shell	MT	72		0.00
47	Defoamer	KL	36		0.00
48	Biocide (ENV)	KL	36		0.00
49	Soda ash	MT	36		0.00
50	Sodium Bicarb	MT	36		0.00
51	Teepol	KL	10		0.00
52	Mud detergent	KL	72		0.00
53	Polyol	MT	180		0.00
54	PGS	MT	20		0.00
55	SAPP	MT	10		0.00
56	PHPA	MT	54		0.00
57	Cl	KL	10		0.00
<b>Total</b>					-
D. Chemicals for DWM					
58	Flocculent	MT	36		0.00
59	Coagulant-1	MT	36		0.00
60	Coagulant-2	MT	36		0.00
61	10 micron absolute Cartridges	No	1500		0.00
62	5 micron absolute Cartridges	No	1500		0.00
63	25 micron bag filters	No	150		0.00
64	40 micron bag filters	No	150		0.00
<b>Total</b>					0.00
<b>Grand Total Estimated Value (INR) exclusive of GST</b>					-
<b>GST @12%</b>					-
<b>Grand Total Estimated Value (INR) inclusive of GST</b>					-

**BID FORM**

To  
OIL INDIA LIMITED  
For GM-C&P  
RAJASTHAN FIELD  
JODHPUR-342005

**Sub: IFB No. GEM/2024/B/4761784**

*Gentlemen,*

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 5% of estd. contract value for the due performance of the Contract.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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

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

**Seal of the Bidder:**

**Tender No. : GEM/2024/B/4761784**

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

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

**(Authorised Signatory).**

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

**NOTE:** OIL INDIA LIMITED expects the Bidders to fully accept the terms and conditions of the bid document. However, should the Bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

Ref. No.

FORM OF BID SECURITY (BANK GUARANTEE)

Bank Guarantee No.

**TO**

OIL INDIA LIMITED  
For GM-C&P  
RAJASTHAN FIELD JODHPUR-342005

WHEREAS, (Name of Bidder) ..... (hereinafter called “the Bidder”) has submitted their Bid No. .... dated .....for the provision of certain OILFIELD services (hereinafter called “the Bid”) against OIL INDIA LIMITED, RAJASTHAN FIELD, JODHPUR (hereinafter called the “Company”)’s IFB No..... KNOW ALL MEN by these presents that we (Name of Bank) ..... of (Name of country) ..... having our registered office at ..... (hereinafter called “the Bank”) are bound unto the Company in the sum of (.....)\* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this ..... Day of ..... , 2023.

THE CONDITIONS of this obligation are:

A. If the Bidder withdraws their bid during the period of bid validity specified by the Bidder;

Or

B. If the Bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:

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

Or

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

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

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

**SIGNATURE AND SEAL OF THE GUARANTOR.....**

Name of Bank & Address.....

Witness .....

Address.....

(Signature, Name and Address)

**FORM OF PERFORMANCE BANK GUARANTEE**

To:

M/s. Oil India Limited  
-----  
-----

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contract 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 be 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 \_\_\_\_\_

**AGREEMENT FORM**

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

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

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

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

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

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

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

- a) General Conditions of Contract, (Part-3, Section-I)
- b) Scope of Work/Terms of Reference/Technical Specification, (Part-3, Section-II)
- c) Special Conditions of Contract, (Part-3, Section-III)
- d) Schedule of Rates, (Part-3, Section-IV)
- e) Estimated CIF value of items at the time of import, (Proforma-A)
- f) Price Schedule Format, (Proforma-B)
- g) Bid Form, (Proforma-C)
- h) Statement of Compliance, (Proforma-D)
- i) Proforma of Bank Guarantee towards PP-LC (Proforma -L)
- j) Proforma of Bank Guarantee towards Ultimate Parent/Supporting Company (Proforma -P)

- k) Sample Agreement Form (Proforma-G)
- l) General HSE Guidelines (Appendix-A)
- m) Procedure for obtaining Labour Licence (Appendix-B)
- n) Undertaking regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India (Appendix-C)

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

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

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

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

Name:

Status:

In presence of

1.

2.

---

\* Bidders are NOT required to complete this form.

**PROFORMA LETTER OF AUTHORITY**

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

Sir,

**Sub: OIL's IFB No. GEM/2024/B/4761784**

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

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

**AUTHORISATION FOR ATTENDING BID OPENING**

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

TO

**GM (C&P)**

Contracts & Purchase Department

Oil India Ltd., Rajasthan Field

Jodhpur-342005

Rajasthan, India

Sir,

**Sub: OIL's e-Tender No. GEM/2024/B/4761784**

We hereby authorise Mr. /Ms. \_\_\_\_\_ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / PriceBid Opening and for any subsequent correspondence / communication of the above Tender due on \_\_\_\_\_ on our behalf.

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

\*\*\*

**PROFORMA - L**

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

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

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

Dated \_\_\_\_\_

To  
Oil India Limited

\_\_\_\_\_  
India

Dear Sirs,

1. In consideration of \_\_\_\_\_ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ \_\_\_\_\_ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in \_\_\_\_\_ words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever

which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to INR in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_ (indicate the date of expiry of bank guarantee).

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

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

WITNESS NO.1

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

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

WITNESS NO.2

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

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

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

This tender will be governed by the Purchase preference policy (linked with Local Content) (PP-LC) of Ministry of Petroleum & Natural Gas, Government of India. Indian Bidders are advised to refer notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 & notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and their subsequent amendments from MoP&NG, if any, and submit the necessary documents, declaration, undertaking etc. as per the policy guidelines along with their bid. As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 20% of the L1, subject to matching the L1 price. The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates. Bidders seeking Purchase preference (linked with Local Content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide original notification of the policy and subsequent amendments applicable as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non-Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria). In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks EMD exemption under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. Evaluation of bids with reference to PP-LC policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to PP-LC policy and denial of benefits under the policy.

Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy as per notification no. F/1/4/2021-PPD dated 18.05.2023 and any subsequent Amendments to the same.

The bidder, who has been awarded the contract after availing Purchase Preference linked with Local Content, shall have to submit additional Bank Guarantee (format attached at Proforma-L) equivalent to the amount of Performance Security against the tender.

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

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURN OVER In INR Crores</b>	<b>NET WORTH In INR Crores</b>

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

\*\*\*

**PROFORMA - O**

**FORMAT OF UNDERTAKING BY BIDDERS FOR DECLARING PERCENTAGE OF LOCAL CONTENT**

To  
OIL INDIA LTD, Noida,

Dear Madam / Sir,

I/We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ % as per Clause No. 2.5 & 4.4 (b) of the policy vide Letter No. FP20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG to bid against Tender No.....

The percentage of local content in the bid is \_\_\_\_\_%.

Yours faithfully,

For (type name of the firm here)

Signature of Statutory Auditor

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here)

**FORM OF PERFORMANCE BANK GUARANTEE FOR PARENT COMPANY**

To

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

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

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

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contractor 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:

C. Issuing Bank:

BANK FAX NO:

BANK EMAIL  
ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

D. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS

Designation

Name of Bank

Address

Witness

Address

\_\_\_\_\_

Date:

Place:

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Swift Code- ICICINBBXXX, Unique identifier code (Field 7037): OIL503988890; Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

\*\*\*\*

**APPENDIX-A**

**SAFETY MEASURES**

To,

Executive Director (Rajasthan Project)  
Oil India Limited  
Rajasthan Project  
Jodhpur-342005

**DESCRIPTION OF SERVICES:** Hiring of Services for Mud Engineering and Drilling Waste Management with Chemicals for Rajasthan Project, OIL.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during 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 following HSE (Health, Safety & Environmental) POINTS:

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

The Contractor shall adhere to following points while performing the works under this contract.

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill 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 him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be 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 representative of OIL.
2. The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.
3. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
4. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
5. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Actor omissions at work.
6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
7. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.

8. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.
9. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format.
10. The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
11. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
12. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
13. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empaneled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.
14. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
15. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.
16. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material

from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).

17. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
18. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
19. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
20. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O<sub>2</sub>/CO/H<sub>2</sub>S) and FLP torch light to be made available at site.
21. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
22. The Contractor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.
23. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.
24. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
25. OIL will communicate all information to the Contractor or his authorized representative only.
26. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
27. 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.
28. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.
29. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management.

The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.

30. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
31. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
32. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
33. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
34. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
35. Barricading of area to be done with reflecting tapes as applicable during work.
36. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
37. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
38. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.
39. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
40. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
41. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.
42. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.
43. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

44. For any HSE matters not specified in the contract document, the Bidder will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date \_\_\_\_\_

M/s. -----

FOR & ON BEHALF OF BIDDER

## **Appendix-B**

### **Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971**

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.

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

\*\*\*\*\*

**APPENDIX-C**

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

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

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

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

OIL INDIA LIMITED

**Dear Sirs,**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

\*\*\*\*

**PROFORMA – C1**

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

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

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

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

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

*OIL INDIA LIMITED C&P  
DEPARTMENT,  
JODHPUR, RAJASTHAN,  
INDIA*

**Dear Sirs,**

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 are 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

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

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

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

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

OIL INDIA LIMITED C&P  
DEPARTMENT,  
JODHPUR, RAJASTHAN,  
INDIA

**Dear Sirs,**

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

SignatoryName:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**PROFORMA – C3**

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF  
TECHNOLOGY

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

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

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

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

*OIL INDIA LIMITED C&P  
DEPARTMENT,  
JODHPUR, RAJASTHAN,  
INDIA*

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)

**RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A  
LAND BORDER WITH INDIA**

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide **Order No. F.7/10/2021-PPD (1) dated 23.02.2023** has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

- (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)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
- (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.
- (3) "Bidder (or entity) 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
- (4) The beneficial owner for the purpose of para (3) above will be as under:
  - (i) 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 percent 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 shareholder's agreements or voting agreements.
- (ii) 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;
  - (iii) 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;
  - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

- (v) 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.
- (5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- (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.
- (7) **Validity of Registration**: The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- (8) **Undertaking regarding compliance**: The bidders are required to provide undertakings as per **PROFORMA – 4(A), PROFORMA – 4(B) & PROFORMA – 4(C)** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings 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.

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

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

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

WHEREAS

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

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

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

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

For and on behalf of (Bidder)

For and on behalf of

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

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

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

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

**DEED OF GUARANTEE**

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

WHEREAS

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

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

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

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

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

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

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

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

Witness:

1. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_

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

Witness:

2. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

**INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE**

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

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

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

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

**WHEREAS**

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

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

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

For and on behalf of  
(Bidder)

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

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

M/s.  
Witness  
1)  
2)

M/s.  
Witness  
1)  
2)

M/s.  
Witness  
1)  
2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-sub 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-sub subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

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**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS  
FINANCIAL STANDING (Delete whichever not applicable)  
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)  
DEED OF GUARANTEE**

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

**WHEREAS**

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR .....(or equivalent USD ..... ) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
  - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
  - (b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
  - (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
  - (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
  - (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
  - (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of  
(Bidder  
Company)

Witness:

- 1.
- 2.

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

(Delete whichever not applicable)

Witness:

- 1.
- 2.

\*\*\*

**Annexure-X**

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

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

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your Tender No. GEM/2024/B/4761784**      **Dated \_\_\_\_\_**

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

**Sir,**

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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