



OIL INDIA LIMITED
(A Govt. of India Enterprise)
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ASSAM, INDIA, PIN-786602

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CORRIGENDUM NO. 12 DATED 21.05.2024

to

BID NO. GEM/2023/B/4278336 DATED: 02.12.2023

for

Hiring Services for Managed Pressure Drilling for three wells in the state of Assam and Arunachal Pradesh.

This Corrigendum is issued to notify the following changes:

- 1.0** The description/subject of the tender stands amended as “***Hiring Services for Managed Pressure Drilling for three wells in the state of Assam and Arunachal Pradesh.***”
- 2.0** The following in the tender terms & conditions stands amended as below:

| | | | |
|-------|---|---|--|
| (i) | Mobilization Period | : | 120 (One Hundred Twenty) days from the date of issue of mobilization notice by Drilling Services Department. (Refer SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC), “Mobilization” Clause for details of activities to be performed by the contractor during the mobilization period) |
| (ii) | Bid Security/EMD Validity | : | Minimum up to 30.11.2024 . Note: Bid without proper & valid Bid Security will be rejected. |
| (iii) | Original Bid Security to be submitted | : | Office of HoD of Contracts Department, Oil India Limited, Duliajan, Assam-786602, India |
| (iv) | Amount of Performance Security and Validity | : | 5% of total Contract value and should be valid for 03 (three) months beyond the contract period. |

- 3.0** The following documents have been uploaded in the “*Buyer uploaded ATC document*” Tab in GeM-portal as replacements of the existing:

- i. **SPECIAL TERMS & CONDITIONS (STC) (REVISED)**
- ii. **SCOPE OF WORK (SOW) (REVISED).**
- iii. **SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ) (REVISED).**
- iv. **SCHEDULE OF RATES (SOR) (REVISED)**

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

The salient changes in the PQC documents are tabulated below:

| Sl. No. | Original PQC Clause | Amended PQC Clause |
|----------------|---|--|
| 1 | <p>2.1 MOBILIZATION PERIOD:</p> <p>Bidder must confirm to mobilize the MPD Service along with all tools, equipment, consumable and manpower within 90 (Ninety) days from the date of issuance of Mobilization notice after issuance of Letter of Award (LOA). Offers indicating mobilization time more than 90 days from the date of issuance of Mobilization Notice/ LOA will be rejected (Refer PROFORMA-XXVI).</p> | <p>2.2 MOBILIZATION PERIOD:</p> <p>Bidder must confirm to mobilize the MPD Service along with all tools, equipment, consumable and manpower within 120 (One Hundred Twenty) days from the date of issuance of Mobilization notice after issuance of Letter of Award (LOA). Offers indicating mobilization time more than 120 days from the date of issuance of Mobilization Notice will be rejected (Refer PROFORMA-XXVI).</p> |
| 2 | <p>3.1 Annual Financial Turnover from Operations of the Bidder during any of the last three (03) completed financial/accounting years preceding the Original Bid Closing date must be at least ₹ 15,79,35,000.00 (Rupees Fifteen Crore Seventy-Nine Lakh Thirty-Five Thousand) only</p> | <p>3.1 Annual Financial Turnover from Operations of the Bidder during any of the last three (03) completed financial/accounting years preceding the Original Bid Closing date must be at least ₹ 21,57,88,000.00 (Rupees Twenty-One Crore Fifty-Seven Lakh Eighty-Eight Thousand) only.</p> |
| 3 | <p>6.11</p> <p>(a) Mobilization charges should not exceed 1% of the total quoted contract value.</p> <p>(f) Holding Day Rate (HDR) should not exceed 45 % of total quoted contract value.</p> | <p>6.11</p> <p>(a) Mobilization charges should not exceed 6% of the total quoted contract value.</p> <p>(f) Non-Operating Day Rate (NODR) should not exceed 45 % of Operating Day Rate (ODR).</p> |

Note: Revised PQC document is uploaded with this corrigendum, which supersedes the original PQC. Bidders are advised to go through the revised Pre-Qualification criteria. Accordingly, bid evaluation shall be carried out per the terms & conditions of the revised Pre-Qualification criteria.

vi. **PRICE BIDDING FORMAT (REVISED).**

Note: Revised Price Bidding Format has been enclosed in the following link.

https://docs.google.com/spreadsheets/d/1awrtpIun59VJJpG67ZzdhDm_3BdSm664/edit?usp=sharing&oid=107929395769771907366&rtpof=true&sd=true

Bidders are advised to quote the offer as per the revised Price Bidding Format enclosed in the above link.

vii. **TECHNICAL EVALUATION SHEET (PROFORMA-XXII, REVISED).**

Note: Duly filled technical evaluation sheet for PQC is to be submitted along with the technical bid.

4.0 Extension of dates:

Bid Closing & Opening date stands amended as under:

- i) **Bid Closing Date & Time: 05th June 2024 [14:00 Hrs (IST)]**
- ii) **Technical Bid Opening Date & Time: 05th June 2024 [14:30 Hrs (IST)].**

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

SD/-

MANAGER- CONTRACTS (O)

PRE-QUALIFICATION CRITERIA (PQC) (REVISED)**BID EVALUATION CRITERIA (BEC) – BID REJECTION CRITERIA (BRC)****1.0 VITAL CRITERIA FOR BID ACCEPTANCE:**

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

1.1 GENERAL CONFORMITY:

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

1.2 ELIGIBILITY CRITERIA:

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

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

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

- (a) The bidder must provide the **exact percentage (%) of local content** in their bid, without which the bid shall be liable for rejection being non-compliant.
- (b) The Bidder shall submit an undertaking **PROFORMA-XII** from the authorised signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement **(Categorically specifying the exact % of LC)** and such undertaking shall become a part of the contract, if awarded.

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

- (c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the exact percentage of local content.

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

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

2.0 TECHNICAL EVALUATION CRITERIA:

2.1 EXECUTION OF CONTRACT: Bidders must have experience of successful completion of at least 01 MPD Contract during the last 07 (Seven) years reckoned from the original bid closing date in any E&P company (E&P means any company engaged in exploration and production of crude oil & natural gas).

2.2 EXECUTION OF JOB: Bidders must have experience in the following executions during the last 07 (Seven) years reckoned from the original bid closing date in any E&P company (E&P means any company engaged in exploration and production of crude oil & natural gas).

- (i) Minimum 10 MPD (Managed pressure Drilling) wells in automated pressure control mode in a single contract or multiple contracts.
- (ii) Minimum 5 MPC (Managed pressure Cementation) jobs in automated pressure control mode in a single contract or multiple contracts.

DOCUMENTARY EVIDENCE TO BE SUBMITTED FOR CLAUSE NO. 2.1 & 2.2 ABOVE:

a) For proof of requisite experience, the following documents/photocopy (self-attested/attested) must be submitted along with the bid:

(i) **EXECUTION OF CONTRACT**

A. Relevant pages of Contract document showing details of work,

AND

B. Job Completion Certificate showing Work order No./Contract No and date of completion

OR

Performance report on completion of the contract **OR** any other documentary evidence that can substantiate the satisfactory execution of the contract as mentioned in the above clause showing Work order no./Contract no and date of completion.

(ii) **EXECUTION OF JOB**

A. Relevant pages of Contract document showing details of work

AND

B. Job Completion Certificate showing Work order no./Contract no and date of completion and number of well completed (MPD & MPC)

OR

End of Project Report **OR** End of Well Report **OR** Job Completion Report **OR** performance report on completion of the well **OR** any other documentary evidence that can substantiate the number of well completed (MPD & MPC) as mentioned in the above clause.

- b)** Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence in place of Contract if it does not show details of works to be performed and documents as (a) (i) and (ii) above for completion of contract or Job.
- c)** Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s), as stipulated respectively under Clause Nos. 2.1 & 2.2, shall only be treated as acceptable experience.
- d)** Following work experience shall also be taken into consideration:
- (i) If the prospective bidder has executed contract in which similar work is also a component of the contract.
- (ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date, but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.

Proof of work experience against Para **d. (i)** above, to satisfy a) similar work, b) minimum prescribed value/quantity/period c) prescribed period of 07 years, to be submitted as below:

Bidder must submit the breakup of similar work and its quantity/period executed within the prescribed period of 07 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end-user, or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

- e) All Certificates and documentary evidence required to be submitted in support of Para 2.1 & 2.2 above should be clearly legible and in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

2.3 TECHNICAL SUPPORT:

The Bidder must have the following technical infrastructure for supporting MPD operation.

- (a) The bidder should have a Technical Support Centre/ R&D center facility /Remote Technical Support Centre for technical backup services & other operational support to the bidder during operations to enable the contractor to successfully provide the MPD Services. The facility should be owned by the Bidder or its Group Company or wholly owned Subsidiary or Co-Subsidiary/sister subsidiary.
- (b) The bidder shall have its own software for carrying out the operation for automated pressure controlling and hydraulic modelling.

DOCUMENTARY EVIDENCE TO BE SUBMITTED FOR CLAUSE NO. 2.3 (a) & (b) ABOVE:

A letter of confirmation on the letterhead of the bidder to the following effects must be submitted along with the technical bid:

- i) Relevant details and accompanied with documents establishing/substantiating the ownership of the facility by the Bidder or its Group Company or wholly owned Subsidiary or Co-subsidiary/Sister Subsidiary.
- ii) Details about the software and copies of License, accompanied with documents establishing ownership of the software by the Bidder to be submitted as a part of technical bid.

NOTE to 2.0 TECHNICAL EVALUATION CRITERIA:

- (i) A job executed by a Bidder for its own organization/subsidiary/Parent/Co-Subsidiary will not be considered as experience for the purpose of meeting the requirements of the BEC.
- (ii) Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the bidder. OIL may contact the clients/operators under intimation/copy to the respective bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response

within the stipulated time, then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with his client(s) and arrange for the confirmation as desired by OIL.

- (iii) Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 2.1, 2.2 & 2.3 above.
- (iv) Any party who is extending support by way of entering into Joint Venture agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected.
- (v) Similar Work executed through 'sub-contracting' shall not be considered for evaluation.

2.4 Bids of those bidders who themselves do not meet the experience criteria as stipulated in BEC Clause Nos. 2.1, 2.2 & 2.3 above, can also quote under the categories listed below:

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

Offers of those bidders (other than JV) who themselves do not meet the experience criteria as stipulated in **Clause No. 2.1, 2.2 & 2.3** above can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who meets experience criteria as stipulated in **Clause No. 2.1, 2.2 & 2.3** above or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company] who meets experience criteria as stipulated in **Clause No. 2.1, 2.2 & 2.3** above. However, the parent/ subsidiary company (as the case may be) of the bidder must on its own meet the experience criteria as stipulated in the BEC and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement etc. for meeting the experience criteria.

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

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

Offers of those bidders (other than JV) who themselves do not meet the technical experience criteria stipulated in **Clause No. 2.1, 2.2 & 2.3** above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

- (a) Provided that the sister subsidiary/co-subsubsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.
- (b) Provided that the sister subsidiary/co-subsubsidiary company on its own meets the technical experience criteria laid down in **Clause No. 2.1, 2.2 & 2.3** above and not through any other arrangement like technical collaboration etc.
- (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **PROFORMA-XVIII**, between them & their ultimate parent/holding company, along with the technical bid.

Note to Clause No. 2.4 (A) & (B) above:

In the situations mentioned in Clause No. 2.4 (A) & (B) above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Valid legal documents, showing the legal relationship between the bidder and the parent/subsidiary/co-subsubsidiary/sister subsidiary (supporting company), as the case may be, along with shareholding pattern and linkage between the bidder and the parent/subsidiary (supporting company)/ultimate parent/holding company.
- (ii) Undertaking by the supporting company to provide additional Performance Security (as per format and instructions enclosed as **PROFORMA-XIX**), 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.

- (iii) In cases where the supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to **150%** of the value of the Performance Security which is to be submitted by the bidding company. In such case bidding company shall furnish an undertaking that their subsidiary/parent/ sister company (i.e. the supporting company) is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- (iv) A certificate from the statutory Auditor of the bidding company/Certificate from a practicing Chartered Accountant, to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

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

- (v) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the additional performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

C. BID FROM JOINT VENTURE COMPANY

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

- (i) The JV on its own shall meet the experience criteria as per **BEC Clause No. 2.1, 2.2 & 2.3.**

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 **BEC Clause No. 2.1, 2.2 & 2.3.**

NOTE to (C):

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

- II. Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/subsidiary/co-subsubsidiary/ sister subsidiary /parent/ holding/affiliating/ associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.
- III. The documents establishing experience of the JV or its member (as the case may be) shall be submitted as per **BEC Clause No. 2.1, 2.2 & 2.3**.
- IV. The documents showing the existing shareholdings of the JV Partners must be submitted.

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

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

2.5 KEY PERSONNEL:

Bidders quoting under the categories as mentioned under Clause nos. 2.4 above in order to meet the commitment from the supporting company (Parent / Subsidiary Company / Sister-Subsidiary / Co-Subsidiary Company / Joint Venture Constituents, as applicable), supporting company should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per **PROFORMA-XX** in this respect to be submitted as part of technical bid.

2.6 MOBILIZATION PERIOD:

Bidder must **confirm** to mobilize the MPD Service along with all tools, equipment, consumable and manpower **within 120 (One Hundred Twenty) days** from the date of issuance of Mobilization notice after issuance of Letter of Award (LOA). Offers indicating mobilization time more than 120 days from the date of issuance of Mobilization Notice will be rejected (**Refer PROFORMA-XXVI**).

2.7 RESIDUAL LIFE:**a. RESIDUAL LIFE CERTIFICATE:**

The offered MPD equipment, if not brand new, should have a minimum residual life of four (04) years as of the original bid closing date. Residual Life certificate shall be issued/verified by TPI as below.

- i)** The TPI Certificate should not be older than **06 (Six) months** as on date of original bid closing date.
- ii)** The bidder should submit TPI certificate in original from any one of the below mentioned inspection agencies along with techno-commercial (un-priced) bid:
 - (i) M/s Bureau Veritas
 - (ii) M/s Det Norske Veritas
 - (iii) M/s Lloyd's
 - (iv) M/s Oil Field Audit Services
 - (v) M/s ABS.

3.0 FINANCIAL EVALUATION CRITERIA:

- 3.1** Annual Financial Turnover from Operations of the Bidder during any of the last three (03) completed financial/accounting years preceding the **Original Bid Closing date** must be at least **₹ 21,57,88,000.00 (Rupees Twenty-One Crore Fifty-Seven Lakh Eighty-Eight Thousand)** only.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5 Notes to BEC Clause 3.0 above:

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

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

OR

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

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

- b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-IX**.
- c.** In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- d.** In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e.** In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate (with Valid UDIN) is to be submitted by the bidder regarding converted figures in equivalent INR or USD. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.
- f.** Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above in Para 4.0.

4.0 OTHER DOCUMENTS:

Bidders must furnish documentary evidence with the specific chapters, separated by dividers, in the same order as set out here below in support of fulfilling all the requirements along with their un-priced techno-commercial Bids.

- a.** Execution of Contract as **Clause No. 2.1.** and execution of Job **Clause No. 2.2.** for MPD experience of bidder in a tabular form.
- b.** Financial Turnover and Net worth of Bidder as per Notes to **Clause No. 3.0**
- c.** Joint Venture arrangements/bidder bidding based on the experience of

Parent/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary
Company as per **Clause No. 2.4.**

- d. Contractor's general **structure and organization**, including the branch/sub-division dedicated to specific activities related to the execution of the contract.
- e. All **confirmations** sought under the BEC.

NOTE: Bid without the above listed documents or information shall be liable for rejection.

5.0 COMMERCIAL EVALUATION CRITERIA:

- 5.1** The bids are to be submitted in single stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.**
- 5.2** Bidders must fill the '**PRICE BIDDING FORMAT / FINANCIAL DOCUMENT**' and compute all-inclusive (including GST) bid value. This all-inclusive (including GST) bid value is to be entered against the 'OFFER PRICE' field in the GeM portal. The duly filled '**PRICE BID / FINANCIAL DOCUMENT**' in electronic form must be submitted by the bidders through GeM Portal only along with the Financial Bid. Any Financial Bid without the duly filled Price Bid may be liable for rejection.

Note:

- i) The breakup of the quoted / offered price, as per the prescribed Price Bid Format **MUST NOT** be uploaded with the technical bid; otherwise the bid **shall be rejected straightway**. Only the blank price bid format complying/confirming that you are quoting for all services under Price bid, may be submitted as a part of technical bid.
 - ii) Further, supplementing the quoted "OFFER PRICE" the price bid to be filled up and submitted accordingly i.e by matching their total price including GST to the "**OFFER PRICE**" mentioned in the GeM Portal.
- 5.3** The quantities shown against each item in the BOQ shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed, as the case may be.
 - 5.4** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

5.5 EMD/Bid Security: Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of HoD of Contracts Department, OIL at Duliajan on or before **14:00 Hrs (IST)** on the original bid closing date. A scanned copy of the bid security shall however be uploaded along with the Technical Bid. The amount of Bid Security is **₹ 1,72,64,000.00 (Rupees One Crore Seventy-Two Lakh Sixty-Four Thousand)** only and should be valid upto **30.11.2024**. Bid without proper & valid Bid Security will be rejected.

Note:

- a) For details of modes of submission of Bid Security please refer to **Instructions to Bidders (ITB)** clause no. 12.0 & 13.0 of the tender.
 - b) In case bid security is deposited in the form of BG/FDR. the BG/FDR should be valid for upto **30.11.2024**, also a duly filled undertaking in the prescribed format (enclosed as **PROFORMA-XI**) must be submitted along with the BG. In case BG is submitted in the form of irrevocable BG, bidders shall submit the BG as per the enclosed format for BG for Bid Security **PROFORMA-V** issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.
 - c) In case the bidder is exempted from submission of EMD / Bid security, the bidder shall submit valid documents as mentioned in Clause No. 13.0 of **Instructions to Bidders (ITB)**.
- 5.6** Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
- 5.7** Bids shall be typed or written in indelible ink.
- 5.8** Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 5.9** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 5.10** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i) Firm price
 - (ii) EMD/Bid Security/Bid Bond/Bid Security Declaration
 - (iii) Period of validity of Bid
 - (iv) Price Schedule

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

- 5.11** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- 5.12** Bid received with validity of offer less than **120 (One Hundred Twenty) days** from Original Bid Closing Date will be rejected.
- 5.13** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**PROFORMA-XIII/INTEGRITY PACT**” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally/physically) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.
- 5.14** Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. In this regard, bidders are required to submit in their official Letter Head along with their technical bid, the duly filled up **APPENDIX-1** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them, as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.
- 5.15** Neither the Bidders nor any of any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. In this regard, bidders are required to submit. in their official Letter Head along with their technical bid, the duly filled up **APPENDIX-2** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring them from carrying on business dealings with OIL, as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.

6.0 PRICE EVALUATION CRITERIA:

- 6.1** Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.
- 6.2** It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 6.3** The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.
- 6.4** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 6.5** The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.
- 6.6** In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made in accordance with GeM GTC.
- 6.7** OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.
- 6.8** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.
- 6.9** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.
- 6.10** Price Evaluation of the qualified bids will be done on the basis of rates quoted by the bidder as per “**PRICE BIDDING FORMAT**”. However, bidders must comply with the limits indicated against each of the following rates:
- (a) **Mobilization charges** should not exceed **6%** of the total quoted contract value.
 - (b) **De-Mobilization charges** should not be less than **1%** of the total quoted contract value.
 - (c) **Interim De-mobilization charges** should not exceed **0.5 %** of total quoted contract value.

- (d) **Interim Re-mobilization charges** should not exceed **0.5 %** of total quoted contract value.
- (e) **Standby day rate** of each tools/equipment should not exceed **60%** of the quoted operating Unit rate for the respective tools/ equipment in the Price Bid.
- (f) **Non-Operating Day Rate (NODR)** should not exceed **45 %** of Operating Day Rate (ODR).
- (g) **Force Majeure Day Rate (FMDR)** shall be **50%** of Standby Day Rate.

6.11 In case any bidder quotes their rates higher than the respective specified percentage limits above, inter-se-ranking will be determined on overall lowest cost basis without correcting the rates. However, the award of contract to the lowest quoted bidder shall be done by limiting the rates as per the percentage mentioned in Clause No. 6.11 above.

6.12 Priced Bids shall be evaluated taking into account all total inclusive rates quoted by the bidders in the PRICE BID FORMAT by taking into account the summation of the following:

TOTAL ESTIMATED CONTRACT COST (TECC) FOR THE HIRING OF MANAGED PRESSURE DRILLING [MPD] SERVICES ALONG WITH TOOLS, EQUIPMENT, CONSUMABLE AND MANPOWER FOR 2 YEARS CONTRACT DURATION (including GST and all other Taxes & Duties except Basic Customs Duty):

$$\text{TECC} = \text{T} = \text{A} + \text{B} + \text{C} + \text{D} + \text{E} + \text{F} + \text{G} + \text{H} + \text{GST (quoted)}$$

Where,

- T = Total contract cost for 02 (Two) years
- A = Synchronizations of Well Design and Rig Package
- B = Mobilization and Demobilization Charges for Equipment Including Personnel
- C = Interim De-Mobilization and Re-Mobilization Charges for Equipment Including Personnel
- D = Inter Location Movement Charges for Equipment Including Personnel
- E = Operating Day Rate for Equipment
- F = Standby Day Rate for Equipment
- G = Non-Operating Day Rate (NODR)
- H = Manpower Operating Day Rates

NOTE:

- a. The above items are defined in Schedule of Rates/Price bid format.
- b. The items mentioned in above clause are to be read in conjunction with Schedule of Rates.
- c. The quantities mentioned against each item in Schedule of Rate / price Bid Format are for evaluation purposes only, payment will be made at actual consumption.

7.0 GENERAL:

- 7.1** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.
- 7.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 7.3** If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- 7.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 7.5** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 7.6** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 7.7 DOCUMENT AUTHENTICITY UNDERTAKING:** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017 revised on 17.03.2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **PROFORMA-VIII**.

8.0 PURCHASE PREFERENCE CLAUSE:

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

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

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

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

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

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

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

Concurrent Application of Public Procurement Policy: Single contract shall be awarded for the entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per **Order No. F.1/4/2021-PPD dated 18.05.2023**

issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.

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

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

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

12.0 CUSTOMS DUTY:

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

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

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

Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on

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

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

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

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

*******END of PQC*******

SCOPE OF WORK
FOR
HIRING OF MANAGED PRESSURE DRILLING [MPD] SERVICES ALONG WITH
EQUIPMENT

1.0 GENERAL DESCRIPTION:

The scope defines the main technical specifications and the minimum service requirements for Hiring of Managed Pressure Drilling [MPD] Services along with tools, equipment, consumable and manpower. The work shall be performed in accordance with the specifications and requirements as set forth in the Scope of Work. MPD services, wherever referred to in the document, shall include services, tools, equipment, consumable and manpower for Manage Pressure Cementing too.

1.1. INTRODUCTION:

Oil India Limited intends to drill three wells in PEL/ML area of Arunachal Pradesh and Assam, to explore hydrocarbon prospects in Tipam or other sands using a Charter Hired 2000 HP or 3000 HP rig using MPD in final one or two section(s). However, the 3rd well shall be offered at OIL's discretion based on the success of 1st two wells. The gas and/or oil reservoir of the proposed wells is sandstone/siltstone which will be drilled in 8½" hole and /or 5⅞" size with mud-weights such that ECD at bottom is within the expected narrow pressure window. The service may be also utilised in depleted reservoir condition.

Note:

“Success” means that the candidate well is completed successfully overcoming the downhole problem(s) developed due to thin mud window utilising the MPD technology.

1.2. TENTATIVE PROGRAM AND TECHNICAL SPECIFICATIONS OF THE DRILLING RIG

The tentative program is tabulated below.

1.2.1. TENTATIVE DRILLING PROGRAMS:

The contract will be executed in phases as below:

a) FOR FIRST WELL

Phase - I will include Kick off meeting, Review & Synchronizations of Well Design of candidate well.

Phase - II will include Engineering Evaluation {(MPD design, Pre-Job Analysis, HAZID-HAZOP, Rig Visit) for candidate well.

Phase - III will include Mobilization of Equipment and Personnel and Execution of jobs as per SOW, Post Job analysis, Job completion report.

b) FOR SUBSEQUENT WELLS:

Phase - I will include Replicating the well engineering model & prepare detailed well design for additional wells (For upcoming wells incorporating lesson learned) of candidate well(s).

Phase – II will include Engineering Evaluation {(MPD design, Pre-Job Analysis, HAZID-HAZOP, Rig Visit) for candidate well(s).

Phase – III will include Interim Mobilization (if any) of Equipment and Personnel and Execution of jobs as per SOW, Post Job analysis, Job completion report.

NOTE:

Phase – I & II for first well to be completed within 45 (Phase I: 15 days + Phase II: 30 days) days from the date of LOA. For subsequent each well – 60 days (Phase I: 30 days + Phase II: 30 days) from the date of notice by the Company to this effect. Contractor to arrange and provide all interface equipment required to establish compatibility between Contractor’s equipment and Rig Equipment.

1.3. CANDIDATE WELL:

The service for MPD is for three wells, however, OIL reserves the right to utilise the MPD services for the 3rd well based on the ‘successes of 1st two wells. Few relevant information of one candidate well has been illustrated below.

Note: ‘Success’ means that the candidate well is completed successfully overcoming the downhole problem(s) developed due to thin mud window utilising the MPD technology.

1.3.1. FORMATION TOPS OF NEIGHBOURING WELLS FOR ONE OF THE CANDIDATE WELLS

Table-1 FORMATION TOPS OF NEIGHBOURING WELLS

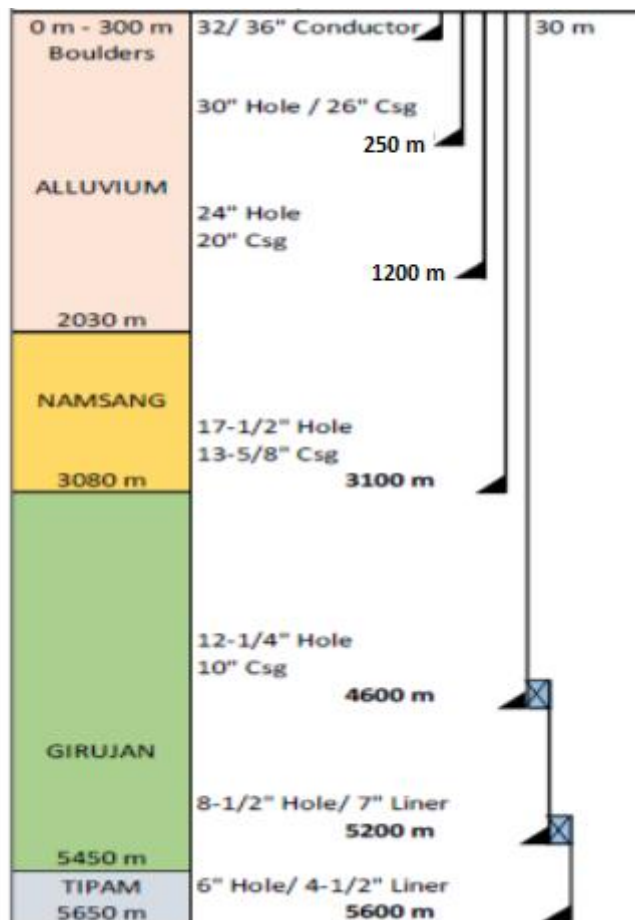
| FORMATION TOP IN METER BELOW DERRICK FLOOR | | | | | | | | | | |
|---|-------------|------------|------------|------------------|------------|-----------------|----------------|----------------|--------------|-----------|
| Well No. | LOC. | DFE | GLE | Dev. Corr | BDF | ALL/DHEK | NAMSANG | GIRUJAN | Tipam | TD |
| Kumchai-1 | NUA | 187.1 | 179.5 | 0.0 | 87.1 | Surface | 2017.0 | 3071.0 | 5445.0 | 5459.6 |
| Kumchai-3 | KUC | 196.7 | 189.0 | 0.0 | 96.7 | Surface | 2019.0 | 3079.5 | NP | 4356.0 |
| | KUAU | 198.2 | 189.0 | | | | | | | 5600.0 |
| TRUE VERTICAL DEPTH IN METERS | | | | | | | | | | |
| Well No. | LOC. | DFE | GLE | Dev. Corr | BDF | ALL/DHEK | NAMSANG | GIRUJAN | Tipam | TD |
| Kumchai-1 | NUA | 187.1 | 179.5 | 0.0 | 87.1 | Surface | 2017.0 | 3071.0 | 5445.0 | 5459.6 |
| Kumchai-3 | KUC | 196.7 | 189.0 | 0.0 | 96.7 | Surface | 2019.0 | 3079.5 | NP | 4356.0 |
| | KUAU | 198.2 | 189.0 | | 98.2 | | 2030.5 | 3091.0 | 5465.0 | 5600.0 |
| METERS BELOW DATUM | | | | | | | | | | |
| Well No. | LOC. | DFE | GLE | Dev. Corr | BDF | ALL/DHEK | NAMSANG | GIRUJAN | Tipam | TD |
| Kumchai-1 | NUA | 187.1 | 179.5 | 0.0 | 87.1 | Surface | 1929.9 | 2983.9 | 5357.9 | 5372.5 |
| Kumchai-3 | KUC | 196.7 | 189.0 | 0.0 | 96.7 | Surface | 1922.3 | 2982.8 | NP | 4259.3 |
| | KUAU | 198.2 | 189.0 | | 98.2 | Surface | 1932.3 | 2992.8 | 5366.8 | 5501.8 |
| THICKNESS | | | | | | | | | | |

| Well No. | LOC. | DFE | GLE | Dev.Corr | BDF | ALL/DHEK | NAMSANG | GIRUJAN | Tipam | Rig Ht. |
|-----------|------|-------|-------|----------|------|----------|---------|---------|-------|---------|
| Kumchai-1 | NUA | 187.1 | 179.5 | 0.0 | 87.1 | | 1054.0 | 2374.0 | 14.6 | 7.6 |
| Kumchai-3 | KUC | 196.7 | 189.0 | 0.0 | 96.7 | | 1060.5 | 1276.5 | NP | 7.6 |
| | KUAU | 198.2 | 189.0 | | 98.2 | | 1060.5 | 2374.0 | | |

1.3.2. WELL INFORMATION

- a) Kumchai Field Arunachal Pradesh, India
- b) Location KUAU, referred to as target KUAU.
- c) Target objectives Test & Produce from hydrocarbon bearing sands.
- d) Target formations Tipam (Primary)
- e) Girujan (Secondary)
- f) Well Profile Vertical
- g) TVD/ MD (below drill floor, bd) 5600 m (approximately)
- h) Bottom Hole Pressure 17,754 psi
- i) Bottomhole Temperature 120 °C (assumed 1.7 °C /100m and 25 °C ambient temperature)
- j) temperature)
- k) Depth reference 189 m from GL to SS

1.3.3. TENTATIVE CASING PROGRAM



1.3.4. TECHNICAL SPECIFICATIONS OF THE DRILLING RIG PLANNED TO TAKE UP THE WELLS:

The planned rig to be deployed is E-3000 HP with following minimum recommendation.

Table-2 Rig Specification

| ITEM | AREA | MIN. RECOMMENDED SPECS |
|------|---|---|
| 1 | Depth range | 6500 m |
| 2 | Mast incl. overpull margin | 160 klbs |
| 3 | Substructure | Rotary capacity 1160 klbs Setback: 800 klbs |
| 4 | Racking capacity | 5.5"/ 5" DP: 190 stds 3.5" DP: 45 stds DC: 10 stds HWDP: 20 stds |
| 5 | Travelling block capacity | 680 T (1500 klbs) |
| 6 | Drilling torque | 25000 ft.lbs (min.) |
| 7 | Mud pumps, HP circulating system & Standpipe Manifold | 7500 psi Min. 3 triplex pumps, each rated 2200 HP |
| 8 | Choke and kill line & manifold | 15000 psi |
| 9 | Drill Pipe | 5" S135 (2000 m) & G-105 (3600 m) 19.5 ppf: 5600m 5.5" S135 (1500 m) & G-105 (3500 m) 24.7 ppf: 5000m 3-1/2" G105 15.5 ppf: 1500m |
| 10 | BOP | Option-I 30" Annular 26-3/4", 3K BOP (2 x Rams) 20-3/4", 10K BOP (1 x Annular & 3 x Rams) 13-5/8", 15K BOP (1 x Annular & 3 x Rams) Option-II 30" Annular 26-3/4", 3K BOP (2 x Rams) 18-3/4", 15K BOP (1 Annular & 3 x Rams) |

Note:

Company shall be at liberty to change and modify its Drilling Program at any time, if deemed necessary. Company will issue an instruction advising Contractor on timeline for delivery of Contractor's equipment in good time to allow testing, calibration, and Company inspection.

1.4. MOBILISATION

- a) Contractor shall mobilize the equipment & personnel, as listed elsewhere in the document, within maximum **120 days** from the date of issue of mobilization notice by Drilling Services Department in case of initial mobilization.
- b) The interim mobilization period shall be completed within maximum **60 days** from the date of issue of interim mobilization notice by Drilling Services Department.

1.5. SERVICE REQUIREMENT

Below is the minimum requirement for service provider to be pre-qualified to bid:

1.5.1. SYNCHRONIZATIONS OF WELL DESIGN AND RIG PACKAGE

- a) Kick off meeting within **45 days** of issuance of LoA.
- b) Well Design of one of Candidate wells will be provided which is to be Reviewed & Synchronized by a Well Design Team and incorporate the changes if any or advised by OIL.
- c) Feasibility study and recommendation based on data provided for remaining two wells.
- d) Replicating the well engineering model synchronizing with OIL's well design & prepare detailed well design with MPD provision for the upcoming wells with lesson learned if any for remaining two wells.
- e) Rig Interface (MPD and Data connection with our system) for all three wells.
- f) Engineering Evaluation {(MPD design, Pre-Job Analysis, HAZID-HAZOP, Rig Visit), Post Job Analysis, Job Completion Report} for all three wells.
- g) The aforesaid feasibility and review reports must include the recommended mud weight while drilling with MPD and while tripping without MPD (RCD bearing not in use) for all three wells.
- h) The aforesaid feasibility and review reports must include the major risks and mitigation, including surface equipment failure.
- i) Review and recommendations for optimizing casing shoe and/or casing sizes depths for all three wells.

1.5.2. MANAGED PRESSURE DRILLING WITH MANAGED PRESSURE CEMENTING SERVICES

- a) To provide the required tools, equipment, and services for drilling the planned sections with Managed Pressure Drilling for all three wells.
- b) To provided Managed Pressure Cementing service as per the scope of work during cementing in MPD environment including manpower for all three wells.
- c) Additional tools and equipment (without cementing unit) should be provided to interface MPD equipment with the rig equipment and cementing services (inhouse or third-party service provider) if required for all three wells.
- d) To cement the casing/ liner using MPD in coordination with Rig and Cementing Services (inhouse or third-party service provider) for all three wells.
- e) MPD services base and tool service capabilities in India and/ or Asia for all three wells.
- f) Bidder to collect onsite information of existing services and cementing services prior to submit the bid to accommodate the service requirements for all three wells.
- g) To organise workshop and training on MPD and MPC for the officer/crew of company and third-party service provider associated with the MPD and MPC operation including risk and hazards.
- h) To provide well completion report for all three wells and a combine project closer report after completing all wells under the contract.

2.0 DELIVERABLE:

In addition to services requirements described in clause no. 1.4, the service provider is responsible to ensure the following deliverables:

- a) **MANAGED PRESSURE DRILLING:** To provide a closed loop circulating system diverting the returns through the MPD fully automated pressure control system while Drilling, making connection, & running tubulars and should maintain back pressure to control BHP at desired levels. All well fluids to be discharged either to the shale shaker for solids removal and further mud cleaning or diverted to the Mud Gas Separator (MGS).
 - b) **MANAGE PRESSURE CEMENTING (casing/ liner):** To enable accurate surface pressures by managing and tracking the various volumes, densities, Rheology's, and flow rates of the fluids travelling through the well to maintain the bottom hole pressures within the desired operational window, using advanced software-controlled algorithms, for control, monitoring, and reporting.
- 2.1. To maintain Constant Bottom Hole Pressure [CBHP] in fully automated mode during drilling operations. To allow quicker & automatic establishment of desired BHP. The programmable logic controller (PLC) should be responsible for the movement of the choke positions, block valves etc. MPD automated control system should utilize a real-time hydraulics model which incorporates actual data such as pump rate, standpipe pressure, WHP & Mud density to constantly control bottom-hole pressure (BHP).
 - 2.2. Bidder must deploy the senior field engineer who is experienced to prepare the finger printing at site and to update it as and when required due to operational reasons.
 - 2.3. The capability should be of being able to set in the user interface the desired pressure in any part of the well profile and the system should be able to automatically, immediately, and constantly maintain the desired pressure in relevance to the well conditions, or as needed by the drilling team on location, to ensure critical well condition safety. The hydraulics model/program should be able to constantly recalculate the pressure required to be maintained and automatically adjust the pressure set point.
 - 2.4. Enable earlier kick detection by accurately measuring the influx from the formation with acceptable sensitivity, and accuracy.
 - 2.5. Enabling drilling with lower density drilling fluids, with a proven reliable closed loop system at surface.
 - 2.6. Enabling Dynamic Formation Integrity Testing (DFIT) & Dynamic Pore Pressure Testing (DPPT) without stopping circulation or shut in the Well.
 - 2.7. Enabling Tripping in/out (Drilling, Tubular, Logging, or as drilling operations require) while asserting the required pressure at surface, to ensure safe and stable wellbore conditions.
 - 2.8. To enable making connection while drilling in MPD mode.
 - 2.9. To enable conventional drilling mode, on requirement i.e. bypassing of all MPD equipment.

- 2.10. To provide MPD equipment conforming to but not limited by the broad and general standards as mentioned in the Technical Requirement and to fulfil the objectives as mentioned in **clause 2.1 above**. The listed specifications are the minimum required.
- 2.11. The proposed RCD must be able to change the bearing assembly as required without requirement to completely pulling out the drill string with BHA.
- 2.12. To provide training to the rig site personnel including introduction to MPD operations, procedures, risk assessment, well control and equipment details to carry out non-standard operations.
- 2.13. To provide capable and experienced crew personnel in accordance with the list provided under **HR Requirement**.
- 2.14. To carry Rig visit, Pre-Job Analysis and submit Pre-Job report [including Engineering Evaluation (from MPD perspective)] and reports on HAZID-HAZOP prior to execution of job. The Engineering Evaluation/well plan shall model the MPD operation conditions, simulate the wellbore pressure profile and parameters to assist in planning and programming the well and for the PLC setup for the MPD choke manifold. Contractor to submit Post Job Analysis and Job Completion Report after completion of the job.
- 2.15. The BIDDER should have a Technical Support Centre/ R & D centre facility, which should include Technical Support facility/R&D for MPD. The facility should be owned by the Bidder Co. or its parent Co. The bidder shall submit undertaking to this effect which shall include all relevant details and accompanied with documents establishing ownership of the facility by the bidder. The facility should be able to provide MPD services & other operation related Technical back up services to OIL in order to successfully implement the MPD Project.
- 2.16. The BIDDER shall have its own proprietary software for managing automated pressure control system and hydraulic modelling software and ensure speedy removal of technical snags, if any, at site in case of any eventuality of malfunctioning of software.

Note:

If such software is not owned by the bidder, but successfully uses third party software, credentials against such successful uses for three wells and confirmation of OEM support legally enforceable throughout the contract to be submitted along with licence validity.
- 2.17. CONTRACTOR will associate OIL team for '**on the job work association**' during operations as well as during modelling/engineering evaluation.
- 2.18. CONTRACTOR shall be responsible for arranging and using all items/equipment required as interface with the equipment of the Drilling Rig. In case of any inadvertent occurrence of modification/ alteration of rig equipment, CONTRACTOR to bear the cost of restoration/replacement of the rig equipment and arrange the same prior to de-mobilization of CONTRACTOR'S equipment.
- 2.19. CONTRACTOR shall be responsible for the replacement, maintenance, inspection and repair of any equipment furnished pursuant to this Contract.

- 2.20.** CONTRACTOR shall adhere to Hazardous Area Classification as governed by DGMS and other regulations as applicable.
- 2.21.** Upon completion, discontinuance or abandonment of the work, the contractor shall dismantle and remove all its equipment from the Drill site and remove litter & debris created by the contractor or its sub-contractors in connection with the work.
- 2.22.** CONTRACTOR shall at its cost handle and transport its equipment to site and shall take road permits/licenses/approvals from the agencies as and when required for transportation of MPD equipment to/from site during Mob/De-Mob. However, the transportation of equipment from one D/site to another shall be handled by COMPANY.
- 2.23.** CONTRACTOR shall be responsible for any damages if happens to Public/Private/Govt. properties during mob/De-Mob to & from Site and also shall compensate for the damages.
- 2.24.** *All the electrical systems/equipment installed in Zone 1 & Zone 2 hazardous areas at the site shall be duly certified as per statutory requirement.*

2.25. INSPECTION AND TESTING:

The CONTRACTOR shall maintain daily maintenance and inspection records at the work site and the COMPANY is entitled to audit these reports.

2.26. GENERAL LAYOUT INFORMATION FOR MPD EQUIPMENT:

MPD equipment layout, to scale, to show major items of equipment (including diverter lines), with overall dimensions for each of the equipment is to be provided by Contractor. For a complete evaluation of the proposed MPD Unit, the Contractor is requested to submit updated drawings (digital pdf format) for each of the equipment provided in the bid.

2.27. BIDDER DOCUMENTATION

BIDDER shall submit to Company along with the technical bid a written procedure for the following operations:

- 2.27.1.** Mobilisation plan, transportation and rig up procedure of MPD equipment.
- 2.27.2.** BIDDER'S recommended routine Managed Pressure Drilling procedures (drilling, Pipe connections, Tripping, reaming, tight hole procedure, stuck pipe etc.)
- 2.27.3.** Assessment system for non-routine drilling operations for situations like clogging of Auto-choke, changing of RCD elements/bearings etc.
- 2.27.4.** Installation and nipple down of MPD and related equipment. (a) Running casing / liners from MPD Perspective. (b) Fingerprinting the well, displacing well to MPD fluid and kill fluid. (c) Well killing procedures including well control matrix. (d) Stripping procedure with MPD fluid and kill fluid. (e) Emergency procedures for gas, fire, blowout. (f) Emergency response procedure including drills, well control, losses, mud pump failure, power failure, stuck pipe, etc. g) Planned Maintenance and Inventory control system

(PMIC). h) Safety / QHSE management system. i) Four (4) copies of all technical manuals, drawings, footprint, operating procedures, etc. for each equipment item. j) MPD equipment layout, to scale, to show major items of equipment (including diverter lines), with overall dimensions for each of the equipment is to be provided by Contractor. For a complete evaluation of the proposed MPD Unit, the Contractor is requested to submit updated drawings (digital pdf format) for each of the equipment provided in the bid.

3.0 TECHNICAL SPECIFICATIONS OF THE MPD EQUIPMENT

3.1. GENERAL

The CONTRACTOR is hereby advised that the specifications and requirement as stated below are COMPANY's best estimate of minimum equipment/services required to meet the services herein contemplated, and that COMPANY's requirement. However, CONTRACTOR may deploy additional items/equipment to meet the objective of this SoW, as enshrined in Clause 2 of this document.

3.2. MPD EQUIPMENT AND SERVICES AS PER FOLLOWING:

- 3.2.1.** Complete set of Rotating Control Device (RCD) including bearing assembly with Dual Barrier Seal Elements.
- 3.2.2.** BIDDER standard specifications for Water Based Mud Barrier Seal Elements for 5"/5½" drill pipe and casing pipe (7" & 4½") depending on well profile. Lab test for seals must be utilized/authorized.
- 3.2.3.** Backpressure pump.
- 3.2.4.** Fully Automated Pressure Control System (Choke to be entirely controlled by PLC) with Constant Bottom Hole Pressure mode for precise ECD control and kick detection system.
- 3.2.5.** RCD Hydraulic Power & Cooling Units.
- 3.2.6.** RCD Bearing Assembly with minimum dual seal elements.
- 3.2.7.** Data Acquisition.
- 3.2.8.** Floats / Subs.
- 3.2.9.** Return Line from RCD to Fully Automated Choke Manifold.
- 3.2.10.** RCD Bleed Offline to Mud Trough.
- 3.2.11.** Hole Fill Line to Trip Tank.
- 3.2.12.** Return Line from Fully Automated Choke Manifold to Mud Trough.
- 3.2.13.** Circulating Gas Line (Contingency) from Fully Automated Choke Manifold to Rig Choke.
- 3.2.14.** Simulation support and detailed well design optimization services.
- 3.2.15.** Office and operation training services.

3.2.16. To supply all necessary spare parts and services for the equipment at no additional charge. CONTRACTOR, at its sole cost, maintains sufficient quantities of spare parts at the Drilling Rig to be able to service and repair their equipment. CONTRACTOR should have back up available in CONTRACTOR base for any equipment that is lost in the hole or damaged beyond repair.

3.2.17. All technical specifications detailed in this document must comply with the standards listed below:

- a) **API TR 6AF2** – Technical Report on Capabilities of API Integral Flanges under Combination of Loading
- b) **API 16C** – Specification for Kill and Choke System
- c) **API RP 53** – Recommended Practices for Blow Out Prevention Equipment
- d) **API 16 RCD** – Specification for Drill Through Equipment – Rotating Control Devices
- e) All electrical & electronic equipment and instrumentation shall comply with an internationally accepted standard.
- f) All lifting procedures are to comply with DNV 2.7-1 lifting codes.
- g) Seal elements standard specification must suit specific temperature range, pressure range and mud type compatibility. The standard specification must fit for static and dynamic condition. Aniline point temperature of the hydrocarbon liquid must be clearly stated for specific chosen elastomer.

3.3. THE REQUIREMENT OF EQUIPMENT AND SERVICES ON RENTAL BASIS AS FOLLOWS:

The primary equipment required for the performance of the SERVICES is listed below. CONTRACTOR's equipment will be required to meet the minimum specifications.

3.4. ROTATING CONTROL DEVICE (RCD) INCLUDING DUAL BARRIER SEAL ELEMENTS:

The CONTRACTOR is asked to provide an RCD model including 3 complete bearing assemblies with dual tripper as specified below:

3.4.1. The RCD specified must have a minimum of 13⁵/₈" through bore, while rigged up on the rig's Blow Out Preventers (BOP) stack and must have minimum API static pressure rating of minimum 5000 psi and API dynamic pressure rating of minimum 2000 psi at 100 rpm. Tested according to API 16RCD.

3.4.2. Bottom flange of RCD's bowl designed to be matched/ mounted on top of annular BOP. CONTRACTOR is required to supply suitable Double Studded Adapters (DSA) to connect to both flanges.

3.4.3. The RCD must be tested to and conform accordance to API Specification 16RCD.

3.4.4. The Rotating Control Device must allow for the adaptation of a contingency bell nipple (allowing conventional returns directly to the shaker's header box bypassing the MPD equipment through the RCD body) allow the RCD quick change bearing assemblies to be retrieved.

3.4.5. Dual seal element bearing assembly for added safety and reliability.

3.4.6. Casing Strippers to strip in the casing in the well (as required).

3.5. RCD HYDRAULIC POWER AND COOLING UNITS

3.5.1. Hydraulically operated using the intrinsically safe Hydraulic Power Unit (HPU) control console to latch and unlatch the bearing assembly and sealing elements inside the bowl area.

3.5.2. Unit to be skid/container mounted.

3.5.3. Unit to be complete with all hydraulic, lubricating, oil and electric lines.

3.5.4. CONTRACTOR must supply all lubricants for hydraulic control systems.

3.6. RCD BEARING ASSEMBLY

3.6.1. Must be 7" ID minimum to handle drill pipe of 5"/5½" and 4-1/2" casing.

3.6.2. Additional RCD bearing assembly to handle 7" casing/ liner, as required.

3.6.3. Must be capable of rotating speed upto 200 RPM.

3.6.4. Time for changing sealing elements to be minimal (< 45 minutes). Quick change dual-barrier elastomeric sealing element in the bearing assembly rotating with the drill pipe and maintain a tight seal as the drill pipe passes through the RCD (providing up to 100% closure on 5"/5½" DP body/tool joint of the above planning BHAs). A ready for deployment spare bearing should be provided to allow rig floor time minimization.

3.6.5. Suitable sealing elements for the COMPANY planning mud system and temperature condition.

3.6.6. Must supply three (3) bearings for operations per section.

3.6.7. RCD bearings shall incorporate a dual seal design.

3.6.8. An appropriate consignment of sealing elements should be provided based on historical usage to ensure that no operational delays are experienced while waiting for new seal elements to arrive.

3.6.9. RCD Bearings and seal elements to be certified and tested to API 16 RCD test criteria.

3.6.10. Provide Pressure Rating verses RPM chart as per API 16 RCD test criteria.

3.7. MPD AUTOMATED CHOKE MANIFOLD + CORIOLIS FLOW METER (1200 GPM)

3.7.1. The choke manifold must have fully automated and software-controlled set and reaction functions and is expected at a minimum to have Constant Bottom Hole Pressure control mode at any given point in the well bore, for precise ECD control, and influx detection to mitigate non desired flow variation the well.

3.7.2. The choke manifold has minimum two drilling chokes, so that one can be used at all times with the second one to be used as isolation and maintenance, to provide the required redundancy.

- 3.7.3.** The choke manifold should be configured with minimum two choke valves, namely primary or duty and secondary standby. The manifold has to have a central by-pass and the ability to divert the flow through either side of the manifold or the by-pass and automation to enable standby choke to be used as pressure relief choke to protect the system upstream of the choke manifold to avoid over pressure of the well and equipment in the event of plugging, or other potential incidents.
- 3.7.4.** The choke manifold, intrinsically safe Zone 1 rated, shall be fit for purpose to operate as designed within the expected operating pressure envelope.
- 3.7.5.** The components of the selected choke manifold shall be compatible with the expected operating temperature envelope.
- 3.7.6.** Choke size (3" trim) minimum shall be selected to optimize well head pressure control and minimize wear.
- 3.7.7.** Designed pressure to minimum 5000 psi.
- 3.7.8.** An automated safety pressure relief system that protects the well from over pressure.
- 3.7.9.** An isolation valve shall be fit for purpose to be able to isolate the rest of the surface system in case of an emergency. It shall have a pressure rating greater than or equal to the maximum MPD operating pressure and failsafe as is if remote operated.
- 3.7.10.** The choke manifold elements shall be subject to documented low- and high-pressure tests, prior to delivery, after initial installation and after repair or replacement.
- 3.7.11.** Coriolis Flow Meter for total flow returns measurements.
- 3.7.12.** Flow monitoring Systems for small influx detection.
- 3.7.13.** Operational limits shall be stated and set into the system and choke control system must be verified to be able to stay within these limits before the operation is started.
- 3.7.14.** Integrated function testing will be carried out after initial installation and will include the choke control system(s).
- 3.7.15.** Material certificates for the choke manifold and components shall be available.
- 3.7.16.** Upstream choke pressures shall be monitored by independent and redundant pressure monitoring systems.
- 3.7.17.** Remote indication of choke position shall be monitored electronically in all the installed location on the rig.
- 3.8. MPD PUMP/BACK PRESSURE PUMP(BPP):**
 - 3.8.1.** To provide back-pressure during flow stoppage from rig pumps during Drill pipe connections.
 - 3.8.2.** Ability to actively create the required back-pressure as and when required.

- 3.8.3.** Electrically driven minimum 3000 psi rated & minimum 120 GPM Triplex pump connected to choke manifold and also has the enabled system to be automatically controlled by the MPD system.
- 3.8.4.** To be operated either automatically or otherwise, as required and when the MPD system senses the flow from the well to be in-sufficient to maintain the required BHP (i.e., during connections and trips). e) To possess capability of being rig independent i.e., stand alone.
- 3.8.5.** To include pre-charge pump(s), if required.
- 3.9. HIGH PRESSURE PIPING:**
 - 3.9.1.** Wherever, the COMPANY provided equipment/valves are to be used to rig in the MPD systems in conjunction with the MPD CONTACTOR equipment; it is the responsibility of the CONTRACTOR to supply all piping, fittings, and equipment for the additional package at CONTRACTOR'S cost.
 - 3.9.2.** High pressure surface piping to piping with the ability to divert flow from the primary flow line to upstream of the MPD choke manifold to connect it to the RCD.
 - 3.9.3.** Pipework if required will comply with the following standards: ASME B31.3 and NACE MR01-75 Latest Revision.
 - 3.9.4.** All 90-degree elbows should be targeted to minimize erosion risk.
 - 3.9.5.** High pressure hoses/lines are to have a fire-retardant cover (for hose option) and all connections to be fitted with safety slings or appropriate securing devices.
 - 3.9.6.** High pressure lines/hoses (of minimum requirement 5,000-psi) will be 6" I.D and required length is estimated to be 90'. Valves will be a minimum 4 1/16 " to 7-1/16" full bore with a minimum of one valve on the primary flow line to be remote operated gate valve to match the high-pressure hose size. 5,000-psi is minimum requirement.
 - 3.9.7.** The valve control system should be pressure to open / pressure to close (fail in position), rather than a spring close design (Dual Actuated Valve type).
 - 3.9.8.** Hydraulic valve to be supplied with a fully independent hydraulic control system. Valve HPU System must be capable of operating all HCR valves in the system.
 - 3.9.9.** All pipework connections to be fitted with safety slings or appropriate securing devices.
 - 3.9.10.** Total length of piping and numbers of elbows required will be finalized during rig visit, however, CONTRACTOR to plan for a sufficient length of piping and number of elbows, and various length pup joints.
 - 3.9.11.** The P&ID chart must show all the lines and valves with proper numbering. P&ID shall have a separate chart for safety equipment layout and MPD area classification.

3.10. LOW PRESSURE PIPING:

- 3.10.1** Low pressure surface piping with the ability to divert flow from downstream MPD choke manifold to the rig shaker system / trip tank / rig Mud Gas Separator.
- 3.10.2** CONTRACTOR to provide piping and appropriate crossovers to make up the rig up.
- 3.10.3** Pipework if required will comply with the standards: ASME B31.3 and NACE MR01-75 Latest Revision.
- 3.10.4** All 90-degree elbows should be targeted to minimize erosion risk.
- 3.10.5** Hoses are to have a fire-retardant cover and all connections to be fitted with safety slings or appropriate securing devices.
- 3.10.6** Hole Fill hoses (Minimum requirement 1,000-psi) will be 2", 4", or 6" ID and required length is estimated to be 90'.
- 3.10.7** The Hole Fill valves (Minimum requirement 1,000-psi) will be a 2-1/16"/41/16" or 7-1/16" full bore gate valve to match the injection pipework size.
- 3.10.8** All pipework connections to be fitted with safety slings or appropriate securing devices.
- 3.10.9** Total length of piping and numbers of elbows required will be finalized during rig visit, however, CONTRACTOR to plan for a sufficient length of piping and number of elbows, and various length pup joints.

3.11. DATA ACQUISITION AND CONTROL SYSTEM WITH EARLY KICK DETECTION (EKD)SYSTEMS:

- 3.11.1.** A Data Acquisition system is required that will capture in "real-time", electronically store and display in various formats all pertinent data and results from the drilling process to include all relevant surface and down-hole parameters.
- 3.11.2.** The Data Acquisition system and Computer System will be required to undertake real-time, but not limited to, the integration, storage and presentation of data transferred by WITS (Well Site Information Transfer Specifications) from the following sources.
- 3.11.3.** In addition to the available Rig or Mud Logging Data system, the Managed Pressure Drilling (MPD) provided data, must include and not be limited to the below:
 - a) Wellhead pressure.
 - b) Wellhead temperature (measured on the Coriolis meter).
 - c) Choke position.
 - d) MPD Mud return flow rate in and out and density of the return flow.
 - e) Integrate with Mud Logging drilling and evaluation data.
 - f) Bit and hole depth.
 - g) Rate of Penetration.
 - h) Top Drive Speed (TDS) and Rotary table speed.
 - i) TDS and Rotary table torque.
 - j) Mud pump output Strokes Per Minute (SPM) (for up to 4 pumps).
 - k) Standpipe pressure.

l) Weight on bit and hook load.

3.11.4. Early Kick detection and control system should automatically detect & control early kicks & losses. In addition to the mud return flow meter and flow check in the rig's trip tank, a means to corroborate the onset of a kick from the wellbore and surface sensor data is required. CONTRACTOR is required to establish how data obtained real time from the data acquisition system will be able to detect a kick. Replacement parts/meters must be available on site in the event of meter failure. The mud return flow meter must be designed to enable circulation of gas (kick). To react quickly enough, the PLC for the choke will need direct contact to standpipe pressure, wellhead pressure and well flow rate, no WITS communication should be used for this purpose. A solid-state flow meter that measures fluid density will be the best suited. A separate digital standpipe pressure gauge and transmitter will be required.

3.12. WELL SITE DATA ACQUISITION UNIT / COMMAND CENTRE / WORKSHOP:

3.12.1. Portable, air-conditioned well site unit with workspace, chairs, etc.

3.12.2. Unit to be skid mounted and API certified lifting points.

3.12.3. Accommodate all equipment necessary to provide online data acquisition services with adequate space and sufficient lighting to work comfortably, including working space for CONTRACTOR personnel.

3.12.4. The COMPANY representative will be supplied with one screen to monitor all relevant parameters from the MPD operation.

3.12.5. Unit to be equipped with un-interruptible power supply for computer/control equipment permitting continuous operations to avoid downtime.

3.12.6. Unless unit is located in a non-zoned area, unit and all electrical power supplies must conform to relevant Zone 2 certification.

3.12.7. Power to be available from RIG for the DAQ unit (CONTRACTOR to supply electrical cable).

3.13. NON-RETURN VALVES (NRV) AND FLOAT SUBS:

3.13.1. All subs must be fabricated to DS-1 Cat 5 standards and come complete with valid certification.

3.13.2. NRV's to be supplied by CONTRACTOR depending on the drill pipe size and connection type.

3.13.3. Minimum 2 NRV's will be installed in the string.

3.13.4. Non-return valves must be of the Baker SPD Type F & G design and 10,000psi or similar.

3.13.5. Compliance with API 7 NRV.

3.13.6. A pressure release tool will be provided to release any pressure trapped under the float valves.

3.13.7. Must have 2 subs of each connection size.

3.13.8. Must have ability to pressure test float valves prior to running them in the hole.

3.13.9. Adequate quantities of redress kits will be supplied by CONTRACTOR.

3.13.10. CONTRACTOR is responsible for the supply of suitable pressure test pump, test caps and chart recorder, to facilitate pressure testing of NRVs prior to each run in hole or pressure test certificate is to be made available.

3.14. AUTOMATED RIG DIVERTER MANIFOLD

Bidder to provide automated rig diverter system as per API RP 64.

3.15. CONTINUOUS CIRCULATION DEVICES (30 SUB) AND MANIFOLD

Continuous circulation systems must be capable of handling continuous circulation during the drill pipe connection process for drilling and tripping narrow pressure window wells and providing continuous hole cleaning.

3.15.1. CONTINUOUS CIRCULATION DEVICES (30 SUB)

MPD vendor to provide the 30 such subs.

3.15.2. MANIFOLD

Vendor to provide the required manifold for smooth operation.

NOTE

a) All items/equipment required as interface with the equipment of the chartered hired Drilling Rig including Power supply distribution panels/appropriate length of cables from Rig Generators for MPD equipment, DAQ units etc.

b) Strippers/Adapters/Tripping nipple etc. for Drill Pipe, Casings, Tripping, open hole logging, as required.

4.0 HR DEPLOYMENT: PERSONNEL

Contractor shall deploy qualified and experience personnel under this contract as depicted below:

4.1. COMMON REQUIREMENT AND RESPONSIBILITY

a) Maintain all CONTRACTOR's Equipment in operating condition and ensure their repair, refurbishment or replacement whenever required.

b) Operate all CONTRACTOR's Equipment in performance of the WORKS.

c) Ensure sufficient spare parts at the Work Site(s) to maintain the Equipment in good working order.

d) Observe at all times, COMPANY's Safety Regulations and Standards and ensure that WORKS in progress is performed in accordance with those regulations. CONTRACTOR shall ensure that all its Personnel engaged under the CONTRACT are medical fit and healthy, and

properly trained at CONTRACTOR's cost. If so, requested by COMPANY, CONTRACTOR shall provide health and/or training certificates for such Personnel.

- e) CONTRACTOR's Personnel shall prepare and submit to COMPANY Representative supervising the WORKS at Work Site(s), a Service Ticket and Timesheet, listing all CONTRACTOR's Personnel activities on the Work Site since arrival, make recommendations for inspection, repair, or replacement of equipment, upon completion of each WORKS and prior to leaving the Work Site(s).
- f) Upon completion of WORKS, Contractor's Personnel shall make ready all CONTRACTOR's Equipment for offloading onto the Work Site(s).
- g) The Contractor will have to submit the Biodata of personnel proposed to be deployed for all the services mentioned under scope of work prior to deployment for OIL's approval. The following documents should accompany the Bio Data for approval:
 - (i) Educational Qualification certificate
 - (ii) Appointment / approval letters from the last Operator.
 - (iii) Proof of Work experience as per contract
- h) Company reserves the right to instruct for removal of any Service provider's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Service provider and the Service provider shall have to replace this/these personnel within Ten (10) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to Company for approval prior to their engagement.
- i) The educational qualification & experience criteria of deployed personnel are mentioned in **Table-3below**:

Table- 3

| Sl. No. | Name of position | Educational Qualification | Experience & Certification | Stationed | Working Hours | OFF as per Note | Total (excluding off) |
|---------|--|--|---|----------------------------|--------------------------------|-----------------|-----------------------|
| 1 | OFFICE COORDINATOR (OFFICE BASED) | Graduate Engineer from AICTE/ UGC recognized institute/ Govt. recognized University | (i) Should have BE/B Tech. (ii) 5 years of experience in managing projects related to drilling of wells with MPD Technology (iii) 10 wells drilled with MPD Technology | At base office of Duliajan | (24 hrs x7 days on call basis) | Off as per Note | 01 |
| 2 | SENIOR MPD ENGINEER (RIG BASED) | Graduate Engineer / Diploma Engineer from AICTE recognised institute / Govt. recognized University | (i) Shall have an overall experience of at least 10 years for Graduate Engineer/15 years for Diploma Engineer in relevant Field in similar capacity. (ii) Shall have completed minimum 20 wells drilled with MPD Technology (Drilling& Cementing.) being associated as MPD engineer. (iii) should have valid IWCF certified well control certificates | At respective well site | (12 hours shift duty) | Off as per Note | 01 |
| 3 | MPD SUPERVISOR (RIG BASED) | Graduate Engineer / Diploma Engineer from AICTE recognised institute / Govt. recognized University | (i) Should have minimum seven (7) years of field experience in MPD services. (ii) Shall have experience, in similar capacity, of minimum 10 wells drilled with MPD technology. (iii) The personnel should have valid IWCF certified well control certificates. | At respective well site | (12 hours shift duty) | Off as per Note | 02 |

| Sl. No. | Name of position | Educational Qualification | Experience & Certification | Stationed | Working Hours | OFF as per Note | Total (excluding off) |
|----------------|---|----------------------------------|--|-------------------------|-----------------------|------------------------|------------------------------|
| 5 | CHOKE /DAS OPERATOR (RIG SED) | Minimum 10 standard pass | (i) Should have minimum seven (5) years of field experience in MPD services. (ii) Shall have experience, in similar capacity, of minimum 05 wells drilled with MPD technology. | At respective well site | (12 hours shift duty) | Off as per Note | 02 |
| 4 | RCD OPERATOR (RIG SED) | Minimum 10 standard pass | (i) Should have minimum seven (5) years of field experience in MPD services. (iii) Shall have experience, in similar capacity, of minimum 05 wells drilled with MPD technology. | At respective well | (12 hours shift | Off as per Note | 02 |
| 6 | E-CD SERVICES OPERATOR (RIG SED) | Minimum 10 standard pass | (iv) Should have minimum seven (5) years of field experience in MPD services. Shall have experience, in similar capacity, of minimum 05 wells drilled with MPD technology. | At respective well | (12 hours shift | Off as per Note | 02 |

4.2. DETAILS OF JOB SPECIFICATIONS

4.2.1. OFFICE COORDINATOR (OFFICE BASED) CATEGORY

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

JOB SPECIFICATION | JOB DESCRIPTION | JOB LEVEL

He shall be the single point of contact between OIL and the Contractor with responsibility for working closely with OIL.

- a) The personnel shall be overall responsible for the planning & designing of the well, Process & Instrumentation drawings, mid-course corrections, if any, considering MPD considerations.
- b) The personnel shall be responsible for the well design/Engineering evaluation, recommend design inputs/modifications, material/equipment

requirement etc. as per MPD considerations, prior to commencement of the well.

- c) The personnel shall be responsible for laying down MPD specific drilling procedures, develop MPD contingency plans and for writing a bridging document for operations responsibility between Company, MPD Contractor and the Drilling Contractor.
- d) The personnel shall be based at Duliajan, India to support the WORKS from Technical, Operational, Logistics perspective.
- e) The personnel will monitor the daily operations, must be available to COMPANY for discussion, attend meeting as and when required, provide daily reports of the operations, post job reporting, general liaison, arranging permits/licenses etc. and will be available to go to Rig whenever required.
- f) The personnel shall be responsible for coordinating activities of MPD supervisor and operators at site.
- g) The personnel will perform in close association with, OIL Team and Drilling Contractor.

4.3. SENIOR MPD ENGINEER (RIG BASED)

CATEGORY

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

JOB SPECIFICATION | JOB DESCRIPTION | JOB LEVEL

CONTRACTOR shall provide one (1) MPD Engineer (Office based) to perform the job.

- a) The personnel shall be responsible for operating and troubleshooting of the MPD system in the automated mode, or in any mode that is deemed required by the operation, as included in SoW, with minimum to no support from outside the rig location.
- b) The personnel shall be overall responsible for the planning & designing of the well, Process & Instrumentation drawings, mid-course corrections, if any, taking into account MPD considerations.
- c) The personnel shall be responsible for the well design/Engineering evaluation, recommend design inputs/modifications, material/equipment requirement etc. as per MPD considerations, prior to commencement of the well.
- d) The personnel shall be responsible for laying down MPD specific drilling procedures, develop MPD contingency plans and for writing a bridging document for operations responsibility between Company, MPD Contractor and the Drilling Contractor.
- e) The personnel shall oversee complete MPD operations being at rig and will recommend mid-course modifications/actions, corrective measures whenever required.

- f)** The personnel shall be responsible for well control & safety of the well during MPD operations and for maintaining the agreed ECD/BHP.
- g)** The personnel shall be responsible for coordinating activities of MPD supervisor and operators at site.
- h)** The personnel will perform in close association with, OIL MPD Team and Drilling Contractor.

4.4. MPD SUPERVISOR

CATEGORY

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

JOB SPECIFICATION | JOB DESCRIPTION | JOB LEVEL

- a) The Personnel shall conduct efficient MPD operations including but not limited to managing and supervising the installing, testing, and operating MPD Equipment.
- b) The personnel shall be responsible for operating and troubleshooting of the MPD system in the automated mode, or in any mode that is deemed required by the operation, as included in SoW, with minimum to no support from outside the rig location.

4.5. RCD OPERATOR

CATEGORY

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

JOB SPECIFICATION | JOB DESCRIPTION | JOB LEVEL

- a) The Personnel shall conduct efficient RCD operation including but not limited to installing, testing, and operating MPD Equipment.

4.6. CHOKE/DAS OPERATOR

CATEGORY

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

JOB SPECIFICATION | JOB DESCRIPTION | JOB LEVEL

- a) The personnel shall be responsible for operating and troubleshooting of the MPD system in the automated mode, or in any mode that is deemed required by the operation, as included in SoW, with minimum to no support from outside the rig location.

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

SPECIAL TERMS & CONDITIONS (STC) (REVISED)

SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY / OIL / Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative / Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price / Value:

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

1.2.10 Firm price:

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

1.2.11 Service / Works / Operations:

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

1.2.12 Equipment / Materials / Goods :

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid / offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

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

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

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

3.0 WAIVERS AND AMENDMENTS:

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

3.2 Change Program: It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract: The contract shall become effective as on the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK / CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

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

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

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

6.4 Comply with all applicable statutory obligations specified in the contract.

6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of

the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

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

6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER / AUTHORITY:

8.1 OIL's site representative / engineer:

The duties and authorities of OIL's site representative / engineer are to act on behalf of OIL for:

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting / countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect / test / examine / verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

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

8.2 CONTRACTOR's representative:

(a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.

(b) Representative(s) shall liaise with OIL's representative / engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative / inspector / engineer in the manner required by them for supervision / inspection / observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

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

9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan / field site, enroute / local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

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

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

10.0 PERFORMANCE SECURITY:

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

a. Any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in

case of domestic CONTRACTOR / service provider.

OR

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

OR

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

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

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

Full address

Branch Code

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

Phone Nos.

Fax Nos.

E-mail address.

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

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

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

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

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

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

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

Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft / Cashier's / Banker's Cheque (as applicable) should not be less than **03 (three) months**.

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

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

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

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

12.3 Taxes:

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

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

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

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

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

12.4 Goods and Services Tax:

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

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

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

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

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

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

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

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

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

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

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

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

12.5 Anti-profiteering clause

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

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

13.0 CUSTOMS DUTY, IF APPLICABLE:

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

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

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

14.0 INSURANCE:

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

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

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

14.3 CONTRACTOR shall require all of his sub-Contractor to provide such of the

foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 Certificate of Insurance:

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

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

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

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

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

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

14.9 Principal Assured:

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation / Employer's Liability insurance):

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

14.10 Waiver of subrogation:

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the

underwriter in accordance with the following policy wording:

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

14.11 Deductible:

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

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

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

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

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

14.13 Loss Payee Clause:

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

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

14.14 On account payment to OIL in case of claim

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

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

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

- i) **Workman Compensation and / Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the

performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

15.0 LIABILITY:

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

Contract.

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

16.0 LIMITATION OF LIABILITY:

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

- 20.1** Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees,

agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

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

24.0 SUBCONTRACTING / ASSIGNMENT:

24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this

contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

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

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;

ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;

iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;

v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

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

27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.

27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.

27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services / operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of

each month for all daily or monthly charges due to the CONTRACTOR.

- 27.7** CONTRACTOR will submit 02 (two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
 - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
 - e) Any other documents as required by applicable Indian Laws.

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

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

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

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

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

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

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

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

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

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

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower / equipment and / or fails to commence the operation within the period specified as specified under mobilization clause under

SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) If the contractor is unable to mobilize / deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss / damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties / taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

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

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

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

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure

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

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

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

32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

33.0 WITHHOLDING:

COMPANY may withhold or nullify the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of:

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
 - i) Order issued by a Court of Law or statutory authority in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time

in the country.

iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.

iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

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

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

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

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

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

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

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

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications / amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee / deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours / personnel to be engaged under the contract shall be liable to pay gratuity to the labours / personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 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 OIL's Banning Policy revised dated 17.03.2023 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

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

1) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

2) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration

shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

4) The number of arbitrators and the appointing authority will be as under:

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

5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

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

7) Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)

9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (i) 20% of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete
- (iii) 60% of the fees if the hearing has commenced.

(iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

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

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

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

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

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

14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

42.4 Resolution of disputes through conciliation by OEC

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

than 2 Crore)

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

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of

one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

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

i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

44.2 Termination of contract for death: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing

Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

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

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

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

44.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

44.6 Termination due to change of ownership and Assignment: In case the CONTRACTOR's rights and /or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent of non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.

44.8 Termination for delay in mobilization: CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the

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

44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

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

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

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

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

45.0 TO DETERMINE THE CONTRACT:

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

46.0 WITHOUT DETERMINING THE CONTRACT:

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

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor,

service provider will be dealt as per OIL's Banning Policy revised dated 17.03.2023 available in OIL's website: www.oil- india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

*******End of STC, Section-I*******

SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC)

PART I: The following Clauses of SCC shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

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| Definition | <p><i>[Additional definition not covered in the GCC]</i></p> <p><u>DEFINITIONS</u></p> <p>In this contract, the following terms shall be interpreted as indicated:</p> <p>a. "Services" means the services to be provided by the Contractor for carrying out logging while drilling operations in accordance with the approved well plan including but not limited to</p> <p>(i) All tools, equipment, consumables from Contractor required for OIL's operation and</p> <p>(ii) All tools, equipment, spares required for servicing / maintenance of Contractor's Tool & Equipment, as stipulated in the Terms of Reference/Technical Specification at Section-II of Part-3 in this bid document.</p> <p>b. "Operating Area" means those areas in onshore India in which company, or its affiliated company may from time to time be entitled to conduct drilling operations.</p> <p>c. "Site" means the land and other places, on/under/in or through which the works are to be executed by the Contractor and any other land and places provided by the company for working space or any other purpose as designated hereinafter as forming part of the Site approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.</p> <p>d. "Company's items" means the equipment, materials, and services, which are to be provided by company at the expense of company and listed in the Contract.</p> <p>e. "Contractor's items" means the equipment; materials and services, which are to be provided by Contractor or company at the expense of the Contractor which, are listed in section under terms of reference and technical specifications.</p> <p>f. "Contractor's personnel" mean the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor from time to time to conduct operations hereunder.</p> <p>g. "The work" means each and every activity required for the successful performance of the services described in Scope of work of the tender document as set out hereof.</p> <p>h. "Contractor" means 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</p> |
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| | <p>successors and permitted assigns.</p> <p>i. “Client” means to whom the service is rendered against a written agreement like Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s).</p> <p>j. "Day" means a calendar day of twenty-four consecutive hours beginning at 06.00 hrs and ending at 06.00 hrs on the next day.</p> <p>k. "Approval of Manpower" means no objection against the deployment under the contract.</p> <p>l. "Facility" means and includes all property of company owned or hired, to be made available for services under this contract which is or will be a part of the company.</p> <p>m. "Inter-Location-Movement" of Contractor's item(s) means transfer of Contractor's item(s) (a) from one location to another location (irrespective of the status of location), (b) from one OIL designated area to another OIL designated area.</p> <p>n. "Company's Base" means Duliajan/or subsequently changed place from where the operation will be controlled.</p> <p>o. "Base camp" or Contractor's Operational base camp means the camp / hired accommodation where the Contractor's personnel shall reside for carrying out the operations. OIL shall not assume any responsibility towards selection of land, operation, maintenance etc. of camp/Accommodation.</p> <p>It will be contractor's responsibility to maintain adequate space and utilities at their designated base in and around Duliajan for storage of their Equipment, Tools etc. and workshop needs. All costs associated with establishing and running such facility will be to the Contractor's account.</p> <p>p. "Certificate of completion" means certificate issued by the company to the contractor stating that he has successfully completed the works/jobs assigned to him and submitted all necessary reports as required by company. (SCC clause 4.5.7)</p> <p>q. “Success” means that the candidate well is completed successfully overcoming the downhole problem(s) developed due to thin mud window utilising the MPD technology.</p> <p>r. ABBREVIATIONS</p> <p>(i) "OMR" is Oil Mines Regulations</p> <p>(ii) "MVT" is Mines Vocational Training</p> <p>(iii) "NABL" is National Accreditation Board for Testing and Calibration Laboratories</p> <p>(iv) "ILM" is Inter-Location Movement</p> <p>(v) “WBM” Water based Mud.</p> |
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| | <ul style="list-style-type: none"> (vi) "SOBM" Synthetic Oil based Mud (vii) "OEM" Original Equipment Manufacturer (viii) "OIL" Oil India Limited (ix) "LTIF" Loss Time Injury Frequency (x) "MPD" Managed Pressure Drilling (xi) "MPC" Managed Pressure Cementing |
| <p>Mobilization</p> | <ul style="list-style-type: none"> (a) The mobilization shall commence from the date of issue of mobilization notice from Drilling Services Department against the Contract till the completion of mobilization of the respective sets. (b) The contractor shall have to complete the mobilization activities within 120 (One Hundred Twenty) days from the date of issue of mobilization notice by Drilling Services Department. (c) Mobilization notice will be issued depending on the availability and readiness of the drilling location. (d) Mobilization shall be deemed to be completed when the Contractor completes the placement with all equipment, tools, consumables (including minimum required backup tools, equipment, and spares) and manpower placed at the nominated location in readiness to commence work as envisaged under the Contract, duly certified by the Company's authorized representative. <p>Note: If the Contractor fails to complete the mobilization within the stipulated period as mentioned above, LIQUIDATED DAMAGES for delay in TIMELY MOBILIZATION shall be applicable.</p> |
| <p>Interim-Mobilization/Interim De-mobilization</p> | <ul style="list-style-type: none"> (a) Interim de-mobilization: Individual set(s) and Personnel as per the scope of work as indicated by OIL shall have to be de-mobilized on interim basis (removed from OIL's site) by the Contractor within 03 (three) days' notice period from the date of issuance of interim demobilization notice. However, no charges will be payable from the date of issue of the final de-mobilization notice. (b) Interim re-mobilization: Individual set(s) and Personnel as per the scope of work as indicated by OIL shall have to be re-mobilized on interim basis by the Contractor within 60 (Sixty) days from the date of issuance of interim remobilization notice. <p>Note:</p> <ul style="list-style-type: none"> i) Mobilization charges will be payable after the commencement date as certified by the company. ii) The succeeding day of issue of mobilization/demobilization notice shall be counted as day 1 for the purpose of Mobilization/Demobilization period. |

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| | <p>iii) OIL will certify within 03 (three) working days for the initial mobilization after receipt of intimation. For successive re-mobilization, contractor must intimate OIL about arrival of the tools and OIL will inspect the tools/equipment for each re-mobilization within 03 (three) working days of receipt of intimation from the contractor. Date of mobilization / re-mobilization will be considered from the date of successful inspection carried out by OIL representative.</p> |
| <p>Duration of contract</p> | <p>(a) EFFECTIVE DATE: The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.</p> <p>(b) COMMENCEMENT DATE OF OPERATION: The date on which the Contractor completes initial mobilization of his crew, tools and equipment along with consumables in all respects shall be treated as date of Commencement of the operation.</p> <p>(c) DURATION OF CONTRACT: The duration of the contract shall be for a period of 02 (two) years and 120 (One Hundred Twenty) days (inclusive of mobilization period) from the date of issue of mobilization notice by Drilling Services Department. Accordingly, the scheduled contract end date shall remain firm even in case of delayed mobilization. In case mobilization is completed before the scheduled mobilization completion date, then the duration of the contract shall be considered for 02 (two) years from the date of completion of actual mobilization.</p> <p>Note:</p> <p>i) The Contract shall have a provision of extension for another 01 (one) year at the mutually agreed rates, terms and condition, but limited to original contract rates at the discretion of OIL.</p> <p>ii) The terms and conditions shall continue until the completion/ abandonment of the last well is in operation at the time of the end of the Contract.</p> |
| <p>Inspection</p> | <p>Inspection will be carried out jointly by OIL team and the contractor after completion of the initial mobilization and OIL will certify the completion.</p> |
| <p>Performance Security</p> | <p>5% of total contract value. Validity of the performance security / contract performance guarantee shall be valid for 03 (three) months beyond the contract period.</p> |
| <p>Terms of Payment</p> | <p>On account payment may be made, not often than monthly, up to the amount of 100% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work done allowing for deviations and any</p> |

| | deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made. | | | | | | | | | | | | |
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| Submission of Invoice | Monthly. | | | | | | | | | | | | |
| Agent Commission | N/A | | | | | | | | | | | | |
| Insurance | As Sum assured should not be less than Estimated Contract Value as per the LOA/Contract in case of Projects/Works Contracts. In case of annualized contract One-year Estimated Contract Value | | | | | | | | | | | | |
| Arbitration | As per GCC, the Place/Seat of Arbitration shall be Guwahati. | | | | | | | | | | | | |
| Penalty | <p>SCHEDULE OF PENALTY</p> <p>i) PERSONNEL</p> <p>Provision of adequate manpower of required technical skill for carrying out all services in accordance with accepted terms and conditions is the essence to the contract. In case of Contractor's failure to deploy the personnel as per the standard deployment pattern as set out in scope of work, penalty shall be levied to contractor at the following rates:</p> | | | | | | | | | | | | |
| | <table border="1"> <thead> <tr> <th align="center">Sl. No.</th> <th align="center">Deficiency of Competent Official</th> <th align="center">Penalty</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>Coordinator (Office based):</td> <td> <ul style="list-style-type: none"> • No deduction for 03 (three) days against prior approval • Beyond 03 days, 10% of the ODR rate till suitable replacement duly approved by Oil India Ltd arrives. </td> </tr> <tr> <td align="center">2</td> <td>Senior MPD Engineer (Rig based):</td> <td> <ul style="list-style-type: none"> • No deduction for three days against prior approval • Beyond 03 days, 10% of the ODR rate till suitable replacement duly approved by Oil India Ltd arrives </td> </tr> <tr> <td align="center">3</td> <td>MPD Supervisor</td> <td> <ul style="list-style-type: none"> • No deduction for three days against prior approval • Beyond 03 days, 10% of the ODR rate till suitable replacement duly approved by Oil India Ltd arrives </td> </tr> </tbody> </table> | Sl. No. | Deficiency of Competent Official | Penalty | 1 | Coordinator (Office based): | <ul style="list-style-type: none"> • No deduction for 03 (three) days against prior approval • Beyond 03 days, 10% of the ODR rate till suitable replacement duly approved by Oil India Ltd arrives. | 2 | Senior MPD Engineer (Rig based): | <ul style="list-style-type: none"> • No deduction for three days against prior approval • Beyond 03 days, 10% of the ODR rate till suitable replacement duly approved by Oil India Ltd arrives | 3 | MPD Supervisor | <ul style="list-style-type: none"> • No deduction for three days against prior approval • Beyond 03 days, 10% of the ODR rate till suitable replacement duly approved by Oil India Ltd arrives |
| | Sl. No. | Deficiency of Competent Official | Penalty | | | | | | | | | | |
| | 1 | Coordinator (Office based): | <ul style="list-style-type: none"> • No deduction for 03 (three) days against prior approval • Beyond 03 days, 10% of the ODR rate till suitable replacement duly approved by Oil India Ltd arrives. | | | | | | | | | | |
| 2 | Senior MPD Engineer (Rig based): | <ul style="list-style-type: none"> • No deduction for three days against prior approval • Beyond 03 days, 10% of the ODR rate till suitable replacement duly approved by Oil India Ltd arrives | | | | | | | | | | | |
| 3 | MPD Supervisor | <ul style="list-style-type: none"> • No deduction for three days against prior approval • Beyond 03 days, 10% of the ODR rate till suitable replacement duly approved by Oil India Ltd arrives | | | | | | | | | | | |

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| 4 | RCD Operator | <ul style="list-style-type: none"> No deduction for three days against prior approval Beyond 03 days, 10% of the ODR rate till suitable replacement duly approved by Oil India Ltd arrives |
| 5 | Choke Operator | <ul style="list-style-type: none"> No deduction for three days against prior approval Beyond 03 days, 10% of the ODR rate till suitable replacement duly approved by Oil India Ltd arrives |
| 6 | Continuous circulating device/E-cD Services Operator | <ul style="list-style-type: none"> No deduction for three days against prior approval Beyond 03 days, 10% of the ODR rate till suitable replacement duly approved by Oil India Ltd arrives |

ii) SYNCHRONIZATIONS OF WELL DESIGN AND RIG PACKAGE

| Sl. No. | Deficiency of Competent Official | Penalty |
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| 1 | Review & Synchronizations of Well Design of candidate well | 1.5 times of the quoted rate for each item against each well if failed to execute |
| 2 | Engineering Evaluation | 1.5 times of the quoted rate for each item against each well if failed to execute |
| 3 | Replicating the well engineering model & prepare detailed well design for additional wells | 1.5 times of the quoted rate for each item against each well if failed to execute |
| | Managed Pressure Cementing Consultancy | 1.5 times of the quoted rate for each item against each well if failed to execute |

iii) INTER LOCATION MOVEMENT:

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| 1 | ILM | 5% of the Inter location movement will be deducted per day if the contractor failed to complete the ILM within the stipulated time. |
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iv) PPE: In the event of non-compliance of statutory provisions and safety appliances, the company will have the right to ask the contractor to suspend the service immediately and **no payment shall be made by the Company till such time the contractor comply with the same.**

| Sl. No. | Deficiency of PPE | Penalty |
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| 1 | Safety Helmet | In the event of the contractor failure to adhere in providing the minimum PPE requirements of the personnel as set in SCC (PART- IV: ADDITIONAL SPECIAL TERMS AND CONDITIONS, Clause No. 1.0 below), penalty on the Contractor shall be levied at the rate equivalent to the latest purchase rate by OIL. |
| 2 | Raincoat | |
| 3 | Windcheater | |
| 4 | Safety Boot | |
| 5 | Overall | |

Note:

- (i) Above are indicative only.
- (ii) All the PPE are PPE shall be as per OMR,2017
- (iii) If PPE are not described in OMR, 2017 shall be guided by OISD/IS applicable for Oil and Gas Industry.
- (iv) If PPE are not described in above two, it will be guided by EN or equivalent and to the satisfaction of company.

Association of company's Personnel

(i) Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the

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| | <p>execution of jobs by the Contractor and to ensure compliance of provisions of the contract.</p> <p>(ii) Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing /inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.</p> <p>(iii) The monitoring and overseeing of the jobs under the Contract by the Company's personnel/representative shall not absolve or reduce the obligations of the Contractor under the Contract in any manner.</p> |
| <p>LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:</p> | <p>(i) Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of total contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined above. The above LD will be calculated for each set separately.</p> <p>(ii) If the Contractor fails to mobilize within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.</p> <p>(iii) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.</p> <p>(iv) With regards to delay in mobilization of callout tools within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of total contract value of each tool including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined above.</p> <p>Note: For interim mobilization, LD will be applicable @ 0.5% of the one-year Contract value.</p> |
| <p>Provision of Personnel facilities</p> | <p>(a) ACCOMMODATIONS [WELL-SITE ACCOMMODATION AND BASE CAMP]:</p> <p>i) Contractor will be allowed to arrange accommodation at their own cost at well site for their personnel. If contractor is permitted to arrange accommodation for their personnel at any well site, selection of site shall be done with the agreement of Company</p> |

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| | <p>representative.</p> <p>ii) Contractor has to provide accommodation bunk house(s) for their personnel. All electrical apparatus and accessories including Air Conditioner of all bunk houses to be deployed in the well site/location, must be of FLP type. The electrical apparatus and accessories need to be DGMS approved for placement of the same in DGMS classified hazardous area. Should be suitable for use in hazardous area of zone-I and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007 as per clause No.: 107 of OMR-2017. The bunk house should come with 150 m 3-Phase Power cable. However, OIL may provide 01(one) No. 4 (four) bedded accommodation bunk house for contractor's personnel at well site subjected to availability, only in case of work exigency.</p> <p>iii) The base camp for contractor personnel in Assam & NE States shall be entirely Contractor's responsibility. Safety and security of the contractor's personnel at any camp(s) including compliance of fire hazard & regulation will be contractor's sole responsibility.</p> |
| <p>Warranty and remedy of defects</p> | <p>Contractor has to perform all its services under this Agreement with all reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of Company and accepts full responsibility for the satisfactory delivery of quality of such services performed by it. Any defect/deficiencies noticed, Contractor within 15 (fifteen) days upon the receipt of written notice from the Company (OIL), shall improve their performance/ correct such deficiencies failing which the Company (OIL) will have right to terminate the Contract by giving the Contractor written notice with immediate effect.</p> |
| <p>Miscellaneous Provisions:</p> | <p>(a) WORK CULTURE:</p> <p>Contractor personnel shall carry out operations hereunder with due diligence and in safe and workman like manner according to good international oilfield practice. They shall maintain strict discipline and good conduct among themselves at workplace.</p> <p>(b) APPROVAL OF MANPOWER:</p> <p>Contractor shall have to obtain prior approval from the Company before deployment of personnel in the rig. Applications seeking approval shall have to be submitted by the contractor ahead of proposed date of deployment. All applications shall be submitted to HOD of Drilling Services and shall be forwarded to concerned section/ department for scrutiny. Contractor shall not deploy manpower in the mine without formal approval/No Objection Comment from OIL.</p> <p>(c) The following documents shall have to be submitted</p> |

along with the letter seeking approval.

- (i) Biodata of the candidate with photograph.
- (ii) Photocopy of relevant pass certificates and other proficiency certificates as required under Scope of work (original to be produced on demand).
- (iii) Copy of experience certificates (original to be produced on demand).
- (iv) Undertaking from Contractor's personnel for not claiming employment or any service benefit available to Company's employee as per **PROFORMA- XXV**.

Note:

- Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace this/these personnel within Ten (10) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to Company for approval prior to their engagement.
 - During the currency of the contract, if any of the key personnel is to be replaced; the incumbent must be approved ones under the same contract or must get approved fulfilling all the criteria of contract agreement. As soon as the term or period of the contract expires, accordingly the approval of personnel will also get expired or terminated.
- (d)** The Contractor shall be responsible for arranging relief of personnel during vacations, statutory off days, sickness etc. entirely at their cost. The relief personnel also must have the similar experience and the Contractor will have to obtain prior approval from the Company for the relief personnel of the Contractor.
- (e)** The Contractor will have to ensure that the statutory off days are given to Contractor's personnel and that the personnel are not engaged continuously for a prolonged period which amounts to violation of Mines Act, 1952.
- (f)** Company shall assist contractor in obtaining all security/entry passes into the Company's Industrial and operational Area, whenever required by the Contractor's personnel in connection with the contract. However, Contractor shall fulfil all necessary formalities including liaising with Company/CISF in this regard as per norms of the Company/CISF.
- (g)** It will be the responsibility of the Contractor to obtain

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| | <p>restricted area permit/Assam entry permit/Inner line permit for Contractor's personnel (the Company will assist to the extent possible) for entering into NE states of India.</p> <p>(h) Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.</p> <p>(i) Contractor shall deploy local people, wherever possible, for un-skilled personnel under the contract.</p> <p>(j) Company reserves the right to instruct Contractor for removal of any Contractor's personnel for:</p> <ol style="list-style-type: none">a) Misbehaviour, indiscipline and for misdemeanour And/Or,b) For technical incompetence and for not rendering the services faithfully And/Or,c) For indulging in canvassing against Company in press/other media And/Or,d) For leaking information about Company operations to outside parties. <p>(k) The Contractor shall replace undisciplined personnel within of 10 Days. However, 3 days' notice shall be served by Company to replace undisciplined personnel.</p> <p>(l) Further, the replacement for these personnel shall be completed as per specified time period as mentioned in above para from the date of receipt of instruction from the Company and at the cost of the Contractor. However, the Deficiency Clause of the Agreement shall be applicable.</p> <p>(m) The Contractor will be responsible for all transportation of his personnel from their place of origin to their base at Duliajan and back. However, the Contractor will also be responsible for all transportation facilities of his personnel including movement to work site from wherever they stay. The Company shall not render any type of transportation to Contractor's personnel at any time except any emergency.</p> <p>(n) Contractor shall provide own identity cards for their personnel engaged under the contract and also shall possess identity card/pass of the Company. Person(s) not having identity cards shall be treated as unauthorized person(s) and shall not be allowed to perform duty.</p> <p>(o) In the event of the rig or its components, ancillaries, equipment etc. supplied / owned by the Company are damaged/ lost due to the carelessness/ negligent handling by the Contractor's personnel, the Contractor will be liable for such damages on the basis of the Company's estimated cost of replacement as reduced</p> |
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| | <p>by any insurance claim which may occur to the Company plus 7% towards handling charges on the cost of such replacement.</p> <p>(p) If the Contractor fails to provide manpower as per the 'Scope of Work' of the contract, the Company reserves the right not to pay for the affected day(s). Moreover, the Contractor shall be liable to pay penalty for the same number of non-working hours/days) as per deficiency clause & sub clauses.</p> |
| <p>CONTRACTOR'S PERSONNEL:</p> | <p>(a) Except as otherwise hereinafter provided, the selection, replacement, and Contractor shall determine remuneration of contractor's personnel. Such employees shall be employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient. However, the contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The contractor shall not deploy its personnel unless cleared by the company.</p> <p>(b) The Contractor shall appoint a Base Coordinator (Should not be part of any other contract) as the Contractor's representative who shall be in charge of Contractor's personnel /equipment and who shall have full authority to resolve all day-to-day matters including any issues of site –if any arises at the site.</p> <p>(c) The Contractor will provide on regular basis, all category of their employee competent, suitably qualified and adequately experienced personnel for necessary supervision and execution in carrying out the requisite operations correctly and efficiently throughout the Contract period in a professional manner. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the Contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.</p> <p>(d) The detailed biodata of the service engineer/specialist and other operators and the number of additional personnel planned to be deployed must be submitted to Company with necessary documents before engaging them for Company's approval. (As per PROFROMA-XXVII)</p> <p>Note: Any replacement with equivalent qualification/experience needs OIL's prior written approval.</p> <p>(e) All the personnel deployed should be fluent either in English or Hindi or Assamese language.</p> <p>(f) The Contractor shall be solely responsible for and shall provide for all requirements of his personnel, and of their Sub-Contractor(s), if any. These provisions will</p> |

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| | <p>include but not be limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payments, all immigration requirements and taxes, if any, payable in India or outside at no extra charges to the Company. Boarding and local transportation of Contractor's personnel during the entire duration of the contract shall be arranged by Contractor at their cost.</p> <p>(g) The Contractor's representative shall have the entire power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.</p> <p>(h) In case Contractors deploying foreign nationals required for execution of all work under the Service are required to have all necessary clearances as per the Govt. of India regulations.</p> <p>(i) Foreign Nationals in case deployed under the service should have proper work Visa as per the Govt. of India regulations.</p> <p>(j) Transportation of Contractor's personnel shall be the responsibility of Contractor.</p> <p>(k) All charges for personnel are included in Tool Operating & Stand by charges. No. separate charges shall be payable for the personnel being deployed.</p> |
| <p>Limitation of Liability (%)</p> | <p>As per GCC.</p> |
| <p>Statutory variation/ Newly enacted Law: Minimum Wages increment in SCC as the case may be</p> | <p>As per GCC.</p> |
| <p>Subcontracting: Allowed/Not Allowed</p> | <p>Not Allowed except catering, transportation and camp services.</p> |
| <p>Address details for submission of invoice</p> | <p>All Invoices are to be uploaded through Vendor Invoice Management portal only via the following link https://vim.oilindia.in/velocious-portal-app/</p> <p>All Invoices are to be addressed to the following: HoD of Drilling Services Department Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam</p> |
| <p>Force Majeure Rate</p> | <p>i) Force majeure conditions are defined in Clause No. 31.0 of Section-I, "General Conditions of Contract".</p> <p>ii) All rates shown under Operating, Standby and Non-Operating day rate for equipment or personnel as</p> |

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| | <p>applicable in Schedule of Rates shall be restricted to 50% of Stand by charges for the service being provided by Contractor at the time of occurrence of force majeure situation. This will be considered as FORCE MAJEURE RATE under all conditions</p> <p>iii) The Force Majeure Rate shall be payable during the first 15 days period of force majeure situation. No payment would apply after expiry of Fifteen (15) days force majeure period, unless otherwise agreed to.</p> |
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PART II: GOODS AND SERVICES TAX:

- 1 In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

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

2. "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
3. Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid. The responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
4. Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.

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

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

6. Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

7. Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
8. Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
9. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
10. GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
11. Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

12. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
13. TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
14. The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
15. It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
16. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
17. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
18. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
19. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

20. In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
21. Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
22. Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
23. Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
24. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
25. The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
26. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
27. OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
Note: OIL GSTIN numbers are as follows:
Assam :18AAACO2352C1ZW
Arunachal Pradesh :12AAACO2352C1Z8
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
Taxable value of supply of goods or services or both taking into discount or abatement if any;
- j) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- k) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- l) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- m) Address of the delivery where the same is different from the place of supply and
- n) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

- i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

30. **Anti-profiteering clause:** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

31. In case the GST rating of Contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

Part-III: TERMS AND CONDITIONS

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| Description of the Service | Hiring Services for Managed Pressure Drilling for three wells in the state of Assam and Arunachal Pradesh. |
| Area Of Operation | Drilling Rigs at Wellsite of Assam & Arunachal Pradesh. |
| HSE Policy | The contractor shall forward HSE policy to the Company along with the bid. On award of contract, the contractor shall submit comprehensive HSE manual & procedure and HSE plan for approval of OIL. Detailed HSE terms & conditions are given below. |
| Notice | Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail to the applicable address specified below: <u>Company</u> a) <u>For contractual matters</u> HoD of Contracts Department OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: contracts@oilindia.in b) <u>For technical matters</u> HoD of Drilling Services Department Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 2806800 Email: drilling@oilindia.in c) <u>Contractor</u> |

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| | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
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PART- IV: ADDITIONAL SPECIAL TERMS AND CONDITIONS

1.0 HR DEPLOYMENT PATTERN AND WORKING HOURS:

- (i) Contractor shall engage crew as defined in Scope of work of the contract. The working hours for the deployed personnel shall as per SoW.
- (ii) Contractor shall issue PPE and dungarees to the contractor's personnel and a register shall be maintained at well site with endorsement by personnel and indicating date of issue/ replacement etc.
- (iii) The Minimum PPE schedule to be followed for the personnel employed under the contract as follows:
- (iv) However, when a PPE is damaged during its legitimate use, it shall be immediately replaced free of cost by the contractor.
- (v) The above is the minimum requirement, however depending upon the risk, suitable protective equipment including respiratory protective equipment, eye protectors, ear protection gloves and aprons.
- (vi) Contractor shall at all times maintain a sufficient stock of PPE in order to ensure immediate supply as and when need for the same arises.

2.0 GENERAL OBLIGATIONS OF CONTRACTOR:

Contractor shall perform the work described under scope of work under Managed Pressure Drilling [MPD] Services and prepare the 24-hour comprehensive report on as mentioned under the scope of the contract. Contractor is required to submit this daily report to Company Representative/ geological in-house team based at Duliajan in the form of soft copy and hard format (if sought).

3.0 GENERAL OBLIGATIONS OF COMPANY:

3.1 ENTRY PERMITS:

Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and their subcontractors engaged with the consent of Company, provided Contractor gives full particulars of such personnel in advance. However, the primary obligation in this regard shall be on Contractor and Company shall provide necessary documents only.

3.2 SECURITY:

Company shall organize all possible help from local government/ administration to Contractor personnel and equipment in case of natural disasters, civil disturbances and epidemics. The security of the Base Camp including Contractor's equipment and personnel and deployment of security personnel etc. at the Base Camp, shall however, be the responsibility of the Contractor.

3.3 CRANE SERVICE/TRANSPORT VEHICLES:

- (i) OIL will provide crane and transportation (for Inter-location movement) of the Contractor's equipment and also for transfer/handling of Contractor's material, equipment at well site "free of charge". The loading, unloading and transportation shall be done at Contractor's supervision and risk. OIL shall not be responsible for any damage during handling & transit.

- (ii) E-way bill for inter-state movements of materials including tools and equipment for services to be processed by the contractor on advice of OIL.

3.4 WORKSHOP FACILITY:

Company will extend the in-house workshop facility for Contractor's Tools & Equipment without hampering Company's own work schedule. The workshop facility will be chargeable depending on quantum of job involving man/material/time.

3.5 INGRESS AND EGRESS AT LOCATION:

Company shall provide contractor requisite certificates for obtaining rights of ingress to egress from the locations, where wells are to be drilled, including any certificate required for permits or licenses for the movement of contractor's personnel. Should such permits/ licenses be delayed because of objections of appropriate authorities in respect of specific Contractor's personnel, such personnel should be promptly removed from the list by the Contractor and replaced by acceptable personnel. For any stoppage of operations for such delays, no day rate shall be payable.

3.6 MEDICAL FACILITIES

OIL may provide services of OIL Hospital to Contractor's personnel on payment basis subject to availability.

3.7 COMPLETION CERTIFICATE

- (i) A successful completion certificate will be issued by OIL on completion of contract by-contract department. The certificate will carry the following information:
 - a) Gross value of job done
 - b) Nature of job done and Work Order No. /Contract No.
 - c) Contract period and date of completion
 - d) Name of services under the contract with brief description indicating the services rendered.
 - e) Number of wells/depth/profiles, where contractor provides service.
- (ii) User department will provide the information on point no (d) and (e). However, in any cases the certificate shall not be more than two pages.

4.0 PERFORMANCE OF WORK

The Contractor shall submit daily reports to Company detailing progress of different operations as per the scope of the work at 6:00 AM every day. The Company, at its option may change the periodicity of such reports. In addition, Contractor shall submit the complete job report (covering analysis of NPT, daily progress report of all the events along with comparative parameters like plan surveys vs actual, log details, drilling parameters-maintained vs ROP attained, downhole complications encountered etc.) within 15 (fifteen) days from the date of completion of each individual job. The structure of the Well Completion report will be finalized before the commencement of the first job in consultation with the representatives of OIL and the contractor and may be reviewed time to time for any future modifications. The manner and the speed of execution and maintenance of the operations are to be conducted in accordance with the Contract. Contractor to submit tangible KPI's in consultation with OIL in the kick-off meeting prior to start of each Job under the contract. Same shall be used for performance benchmarking during execution. Should the rate of progress of the operations or any part of them be at any time too slow in the opinion of the Company's representative, (to ensure completion of the

operations within schedule) Company's representative may so notify the Contractor in writing. The Contractor shall reply to the written notice giving details of the measures, which he proposes to take to expedite the operations. If no satisfactory reply to Company's notice is received in seven days, Company shall be free to take necessary actions as deemed fit.

5.0 LABOUR:

The recruitment of the labour, if required, shall be met from the areas of operation and wages to be paid in accordance with the Minimum Wages Act, 1948. The engagement of the labours shall be governed by the provisions of labour laws as per Contract Labour (Regulation and Abolition) Act, 1970.

6.0 PROTECTION OF PROPERTY AND EXISTING FACILITIES:

The Contractor shall perform each work in such a manner as will prevent damage to the Company's property and conform to and be consistent with, and not to interfere in any way with continuous and safe operational practices for the well.

7.0 HEALTH, SAFETY AND ENVIRONMENT:

7.1 INTRODUCTION:

This section establishes the scope and schedule for the **HEALTH, SAFETY AND ENVIRONMENT SPECIFICATION** to be performed by the Contractor and describes the specifications, instructions, standards and other documents including the HSE requirements for any materials, tools or equipment as Acts, Regulations, Rules and Statutory Orders their under, Guidelines, Standards, Recommendation Practices and OIL's HSE/QHSSE/ ESG policy, practices and guidelines which the Contractor shall satisfy or adhere to in the performance of the work.

7.2 HEALTH, SAFETY AND ENVIRONMENT SPECIFICATION

- i)** The Contractor shall take all measures necessary to protect the personnel, work and facilities and shall observe safety rules and regulations as per the Mines Act, 1952 and Oil Mines Regulation, 2017. No smoking or open flame shall be permitted on the operation site and nearby, except in areas marked by and approved in writing by the Company.
- ii)** The Contractor shall report, as soon as possible, any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulations.
- iii)** The Contractor shall have a complete Safety Manual that will be available in the work site at all points of time and readily accessible.

7.3 HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS

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

A. GENERAL/COMMON:

- i)** 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.
- ii)** Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
- iii)** 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 Act or omissions at work.
- iv)** 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
- v)** 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.
- vi)** 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.
- vii)** 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.
- viii)** 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).

- ix)** Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
- x)** In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
- xi)** 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.
- xii)** The Contractor's personnel should be aware about the existing as well as probable hazards and ensure 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.
- xiii)** 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.
- xiv)** The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
- xv)** 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 with respect to the job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
- xvi)** OIL will communicate all information to the Contractor or his authorized representative only.
- xvii)** The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
- xviii)** 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.
- xix)** 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 ensure their training to tackle such untoward events by the Contractor.

- xx)** 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.
- xxi)** 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.
- xxii)** 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).
- xxiii)** 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.
- xxiv)** 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.
- xxv)** Barricading of area to be done with reflecting tapes as applicable during work.
- xxvi)** 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.
- xxvii)** The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
- xxviii)** 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.
- xxix)** 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.
- xxx)** 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.
- xxxi)** 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.

xxxii) Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should follow the Covid-19 Protocol as per the prevailing Government Guidelines.

xxxiii) Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

B. ADDITIONAL POINTS IN CASE OF AREAS/ INSTALLATIONS UNDER MINES

- i)** 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.
- ii)** 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.
- iii)** 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.
- iv)** The Contractor shall report all near misses, minor and reportable accident to the Engineer In Charge and maintain the record of near misses as per OIL's practice, and accidents in the Form – J for Reportable accident and Form – K for Minor Accidents as per The Mines Rules 1955 in consultation with the Engineer In Charge.
- v)** 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.
- vi)** 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.
- vii)** The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the State Pollution Control Board for storage, handling and disposal of hazardous waste.
- viii)** 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.

- ix)** 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.
- x)** 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/O₂/CO/H₂S) and FLP tool, torch light etc. to be made available at site.
- xi)** The Contactor 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 Toolbox meeting.

7.4 DEVIATION OF HSE SPECIFICATION

Deviation of HSE specification shall not allowed until and unless it is essential to deviate or not relevant to the services provided under the contract with due approval of HSE department through HSE section of Drilling Services_of the Company.

7.5 UNDERTAKING FOR HSE COMPLIANCE

The bidder to submit an undertaking as per **PROFORMA-XXII** as a contractual obligation throughout period of the contract.

7.6 COMPREHENSIVE 'HSE' GUIDELINES:

- 1.1 Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
- 1.2 The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.
- 1.3 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.

Note: Contractor can nominate their personnel to undergo MVT at any MVT institute recognized by DGMS (also includes OIL's MVT institute) without affecting the operations.

- 1.4 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.
- 1.5 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/O₂/CO/H₂S) and FLP torch light to be made available at site.

- 1.6 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.

7.7 EFFLUENT PIT BUNDS:

- 1.1 Regular checks are to be made to ensure that there are no leakage/seepage/overflow of effluents from the pit into the surrounding areas.
- 1.2 The bunds/walls of the effluent pit are to be checked for any breaches during the operation and the same are to be informed to the Company and repaired immediately.

7.8 COLLECTION OF USED/ BURNT LUBE OIL:

The used lube oils are to be collected separately in drums. Floating burnt oil, if any, in the effluent pit has to be lifted and collected into drums immediately.

7.9 MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE (MOEF & CC) GUIDELINES:

- 1.1 Pre-commissioning rig inspection, safety meeting tools box meetings, job safety analysis and audits shall be carried out to identify hidden/ potential hazards including risk register and ERP (Emergency Response Plan).
- 1.2 The DG sets shall have suitable acoustic enclosures to contain the noise level within the CPCB specified limits. The Contractor shall regularly measures the noise levels at noise generating sources and at the periphery of the well site. Necessary mitigation measures shall be adopted to reduce noise levels at source and at the drill sites to meet the norms notified by MoEF & CC and CPCB. Height of all stacks / vents shall be provided as per CPCB guidelines. Noise meter should be available with the rig package.
- 1.3 To prevent well blowouts, during drilling operations, Blow out Preventer (BOP) system shall be installed. Blow out preventing measures during drilling shall be focused on maintaining well bore hydrostatic pressure by proper pre well planning and drilling fluid design etc.
- 1.4 The emissions of RSPM, SPM, SOX, NOX, and HC & VOC from DG sets shall conform to the standard prescribed by MoEF & CC and CPCB. Regular monitoring of Ambient Air of HC and VOC shall be carried out as per CPCB guideline. Stack height attached to DG sets shall be as per CPCB guidelines and shall have suitable emission measurement/monitoring device. Engine exhaust/emission monitoring records in compliance of the CPCB norms shall be submitted once in every two months.
- 1.5 The overall noise level in and around the plinth areas shall be kept well within the standards by providing noise control measures including acoustic hoods, silencers, enclosures etc. on all sources of noise generation. The

ambient noise levels shall conform to the standards prescribed under EPA rules, 1989 that is 75 DBA (daytime) and 70 DBA (night time).

- 1.6 The test and monitoring reports of the treated effluents, both for liquid and solid effluents in compliance of the CPCB norms and duly acknowledged by the SPCB, shall be submitted in every fortnight.
- 1.7 Water withdrawal and consumption details shall be recorded/monitored and report shall be submitted in every month.
- 1.8 A separate environment management cell shall be set up to carry out environment management and monitoring functions.

8.0 Records & Documents to be maintained at well site: Documentation, record keeping of all safety practices should be conducted as per applicable international/Indian laws, acts, regulations etc., as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Health, Safety and Environment) policy manual, SOP (safe operating practices), risk register & bridging document should be available at site. Compliance of these shall be the sole responsibility of the Contractor.

LIST OF RECORDS / REGISTERS / FORMS / DISPLAY (but not limited to) TO BE MAINTAINED AT WELL SITE

1. Pressure test of BOP and choke & kill manifold
2. BOP function test
3. BOP Pressure Test
4. BOP drill
5. Fire Drill
6. Hot work / cold work permit
7. Casing line inspection / ton mileage
8. Training record (FF, FA, MVT, Well control)
9. Form O (IME/PME of employees)
10. NDT of mast & substructure and handling tools
11. Records of all mechanical equipment.
12. Records of all Electrical equipment.
13. Records of all Instrumentation System
14. Periodical inspection of all equipment
15. Display of all statutory signboards
16. Display of Blow out contingency plan
17. Display of Fire contingency plan
18. Display of First Aid trained personnel during the shift
19. Display of Fire Fighting trained personnel during the shift
20. Display of First-Aid Action for electric shock
21. Minutes of all safety audit including pre-spud
22. Minutes of Pit level safety meeting & Tool Box meeting
23. Safety circulars
24. Copy of OMR
25. Copies of Relevant OISD standards
26. Copy of Safe Operating Procedure (SOP)
27. Copy of GTO (Geo-technical order) / Well Policy
28. Copy of DPR (Daily progress report)
29. Installation manager's instruction book
30. BOP kill sheet
31. Trip sheet

32. Form-A (It should be as per modified format by Gazette Notification No. 126 dated 21.02.2017 on Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017")
33. Form-B (It should be as per modified format by Gazette Notification No. 126 dated 21.02.2017 on Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017")
34. Form-D (It should be as per modified format by Gazette Notification No. 126 dated 21.02.2017 on Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017")
35. Form-E (It should be as per modified format by Gazette Notification No. 126 dated 21.02.2017 on Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017")
36. Form-K (Return of Minor accidents)
37. Form-J (Return of reportable accidents)
38. Copy of Contract with the Company
39. DGMS Annual Return (Printout of online return)
40. Any other relevant records as deemed fit

9.0 CUSTOMS DUTY

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

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

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

Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the

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

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

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

10.0 DEMOBILISATION & RE-EXPORT:

- 10.1** The Contractor shall arrange for and execute demobilization of the set of Tools/Equipment/Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall include dismantling of its accessories/equipment, including the manpower. In case of final demobilization, re-export of its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Final demobilization (Removal of contractor's items from the OIL site) shall be completed by Contractor within 21 days (3 weeks) of issue of final demobilization notice by Company. Immediately after re-exporting its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days 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 and Performance Security.
- 10.2** In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.
- 10.3** Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-

observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

10.4 In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable, or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

11.0 LOSS OF SUB-SURFACE EQUIPMENT:

11.1 Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Wilful Misconduct or Gross Negligence on the part of the contractor for loss to the contractor's equipment/ tool in hole below rotary table, subject to conditions prescribed herein below. Company shall reimburse the contractor for the value of lost equipment/ tool as declared in the import invoices at the time of import (for foreign items)/ purchase invoice (*for indigenous items*) or CIF value declared in the contract in the list of imported items (for foreign items) whichever is lower for any such loss, less depreciation @ 3% per month or part thereof from the date of import invoice/*indigenous* invoice up to a maximum depreciation equivalent to 50% of CIF/Ex-works value as indicated by the contractor.

11.2 All such cost shall be payable by Company, provided the equipment/tool is not covered under Insurance and provided such equipment/tool are included in the exclusion list of the Insurance Policies submitted by the Contractor in terms of Clause 14.16 (vii) under GCC of the Contract. All such cost shall be payable only after contractor furnishes notarized undertaking in the prescribed format (Sample Copy Attached) to the extent that the particular equipment/ tool in question is not covered by contractor's insurance.

11.3 For claims of lost equipment/tools, contractor must intimate the Company of his intention to lodge claim in writing within one month of the declaration of lost tool by company and final claim thereof must be made within six months of the date of the lost tool or before expiry of the Contract, whichever is earlier.

11.4 OIL shall declare the Loss in Hole immediately after the fishing operation is called off upon non-retrieval of the downhole items and intimate the Contractor, so that replacement and claim for the loss of downhole items can be done within the stipulated time. The contractor should replace the lost tool(s) within a stipulated time of 30 Days from the date of declaration of Lost in Hole by the company, failing which Zero rate will be applicable thereafter. During this period, payment at the rate of 75% of the Standby rates will be payable for the set from the time of declaration of the LIH only if the backup tools are in operational conditions. The company at its discretion may decide on utilization of the set without the back-up tool(s) considering the operational urgency and

in such case ODR will be paid till the replenishment of tool(s) and equipment by the contractor is done after due inspection and certification by the company's representative. However, during the course of utilization of the backup tools and the same fails to operate, zero rate will be imposed immediately until replacement is provided and operation resumes.

- 11.5** In case of loss of indigenous items used in the downhole assembly which were declared and inspected as part of mobilization, will also be covered for LIH reimbursement on the basis of purchase invoice submitted during the time of mobilization.

Note:

- i) No Mobilization cost would be payable towards replacement of LIH tools
- ii) GST, if applicable on LIH, will be reimbursed by OIL.

12.0 DOCUMENTATION OF LOSS:

Whenever any loss to any of the Contractor's Equipment occurs, as stated in **Clause – 11.0 as above**, the Contractor shall immediately notify the same to OIL describing the loss. Whenever the Contractor makes any claim pursuant to the provisions under the above Clause, the Contractor shall furnish in support thereof as noted below:

- a) List of the Equipment lost,
- b) Particulars of import, Customs assessed Bill of entry & invoices,
- c) Vouchers, invoices or any other documents indicating the date of first use of the Equipment in India,
- d) Documentary/ Self Declaration/Undertaking stating that the particular equipment/ tool in question is not covered by contractor's insurance.

13.0 DATA INTERPRETATION:

Since all data interpretations are based on inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of Gross Negligence on Contractor or his sub-contractors part, for any **loss**, cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any consequential loss or damages on this account except in case of Wilful Misconduct and/or Gross Negligence and/or Criminal Negligence.

14.0 DATA HANDLING AND LIABILITY:

Company warrants and represents that it is the owner or licensee of any data that will be provided to Contractor and that it has the right to disclose data to Contractor. Company expressly agrees that Contractor shall only be provided with copies of data and agrees that Company shall retain all originals and/or backup copies of any data provided to Contractor. Contractor shall have no liability whatsoever for any loss or damage to the data.

15.0 CONFIDENTIALITY:

During this 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 shall be 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:

- a) Is, at the time of disclosure, known to the public.
- b) Lawfully becomes at a later date known to the public through no fault of Contractor.
- c) Is lawfully possessed by Contractor before receipt thereof from Company.
- d) Is disclosed to Contractor in good faith by a third party who has an independent right to such information.
- e) Is developed by Contractor independently of the information disclosed by Company; or Contractor is required to produce before competent authorities or by court order.
- f) Is required to be disclosed on the direction of Court or any statutory authority.

16.0 FISHING:

In the event of any of the Contractor's Equipment is lost / stuck in the well bore, then the Company shall, at its expenses, attempt to recover or retrieve the same, irrespective of cause. As and when the Company decides to fish for any of the Contractor's Equipment, then the Company shall have full responsibility and liability for such Operations, but the Contractor shall render assistance in an advisory capacity at all times in connection with such fishing operations. It is expressly understood between the Parties that the Contractor's personnel are not authorized or entitled to do anything other than to advise the Company in connection with such fishing operations and about any fishing tools which may be furnished by the Contractor at the Company's request. Furnishing of such fishing tools is solely as accommodation to the Company and the Contractor shall not be responsible or liable for any loss or damage which may result with the use of such tools or by reason of any advice or assistance provided to the Company by the Contractor or its personnel regardless of the cause of such loss. The contractor would be required to provide retrieving fishing tools for their non-standard size tubular/Equipment if any.

17.0 RADIOACTIVE MATERIAL:

In accepting any order to perform or attempt to perform any service involving the use of radioactive material, Company agrees that Contractor shall not be liable or responsible for injury to or death of persons or damage to property (including, but not limited to, injury to the well), or any damages whatsoever irrespective of the cause, growing out of or in any way connected with Contractor's use of radioactive materials. Company shall absolve and hold Contractor harmless against all losses, cost, damages and expenses incurred or sustained by Company or any third party irrespective of the cause excluding Wilful Misconduct and/or Gross Negligence and/or Criminal Negligence by Contractor or its agents, servants, officers or employees, resulting from any

such use of radioactive material.

In case of radio-active source lost in hole during operation, action will be initiated as per AERB guidelines.

18.0 POLLUTION & CONTAMINATION:

Notwithstanding anything to the contrary contained herein, it is understood and agreed by and in between the Contractor and Company that the responsibility for pollution or contamination shall be as follows:

- (i) The Contractor shall assume all responsibility and liability for cleaning, removal and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface. Contractor shall protect, defend and save the Company harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Company assumes liability in terms of Sub-clause (ii) below.
- (ii) The Company shall assume all responsibility for all other pollution and contamination (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor assumes liability in terms of Sub-clause (i) above.
- (iii) In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

19.0 LIABILITY FOR THE WELL OR RESERVOIR:

Notwithstanding anything else contained herein to the contrary, the Contractor shall not be liable or responsible for or in respect of

- (i) Any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or
- (ii) Blowout, fire, explosion or any other uncontrolled well condition; and/or
- (iii) Damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or
- (iv) any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations;

(v) third party liabilities arising out of the above irrespective of the cause and the Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its sub-contractors, its agents and its parents, subsidiaries and affiliates, its other contractors and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgments of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, including costs incurred by Company in this respect. - Provided that such loss, damage etc. as stated in (i) to (iv) above is not caused on account of wilful misconduct or gross negligence of the Contractor or its personnel /sub-contractors of any tier/agents/invitees/consultants or parties associated with the Contractor.

20.0 INTELLECTUAL PROPERTY:

While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.

21.0 IP INFRINGEMENT:

Contractor shall indemnify and hold the Company harmless from any third-party claims arising on account of intellectual property infringement with respect to its services or products except where such infringement is caused due to:

- (i) Specific modification or design of Contractor equipment or Services to meet Company's specifications,
- (ii) Combination of Contractor's equipment or Services in combination of other equipment and/ or services not recommended by Contractor,
- (iii) Out of unauthorized additions or modifications of Contractor's equipment or services by Company, or
- (iv) Company's use of Contractor's equipment or Services that does not correspond to Contractor's published standards or specifications; in which case, the Company shall indemnify and hold the Contractor harmless.

22.0 CONFIDENTIALITY:

- (i) Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of drilling operations, including, but not limited to, formations penetrated, results

of coring, testing and surveying of the well. And to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.

- (ii) 27.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.
- (iii) 27.2 Contractor shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the Unit to another sphere.

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

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

- (i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- (ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TREDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- (iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

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

*******End of STC, Section-II*******

SCHEDULE OF RATES (SOR) (REVISED)

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

(A) SYNCHRONIZATIONS OF WELL DESIGN AND RIG PACKAGE:

10.A The payment for Review & Synchronizations of Well Design and Rig Package will be as below:

| Review & Synchronizations of Well Design of candidate well | | |
|---|-----------------------|---|
| Sl No. | Process | Percentage of the quoted amount |
| 1 | Kickoff Meeting | 10% of the quoted amount |
| 2 | Review of well design | 15% of the quoted amount, for each well 15 x 3 = 45% |
| 3 | Rig Interface | 15% of the quoted amount, for each well 15 x 3 = 45% |

20.A The payment for Engineering Evaluation {(MPD design, Pre-Job Analysis, HAZID-HAZOP, Rig Visit), Post Job Analysis, Job Completion Report} for each well will be as below:

| Engineering Evaluation {(MPD design, Pre-Job Analysis, HAZID-HAZOP, Rig Visit), Post Job Analysis, Job Completion Report} | | |
|--|---|---|
| Sl No. | Process | Percentage of the quoted amount |
| 1 | MPD design | 15% of the quoted amount for each well. 15 x 3 = 45% |
| 2 | Pre-Job Analysis and HAZID-HAZOP | 10% of the quoted amount for the 1 st well. |
| | | 7.5% of the quoted amount for the 2 nd and 3 rd well 7.5 x 2 = 15% |
| 3 | Rig Visit | 5% of the quoted amount for each well. 5 x 3 = 15% |
| 4 | Post Job Analysis and Job Completion Report | 5% of the quoted amount for each well. 5 x 3 = 15% |

30.A The payment for Managed Pressure Cementing Consultancy for each well will be as below:

Managed Pressure Cementing Consultancy will be payable on completion of the WoC for a particular section of each well as applicable. The number of sections

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for 1st well will be two, however for rest of the two wells, number of sections will depend on the requirement of the each well individually.

- 40.A The payment for replicating the well engineering model & prepare detailed well design for additional wells (For upcoming wells incorporating lesson learned) for each well will be as below:

| Replicating the well engineering model & prepare detailed well design for additional wells | | | |
|---|--|---|--|
| Sl. No. | Wells | Process | Percentage of the quoted amount |
| 1 | 2 nd and 3 rd well | Data Collection | 5% of the quoted amount each for 2 nd and 3 rd well 5 x 2 = 10% |
| | | Submission of Report Feasibility Study | 5% of the quoted amount each well 5 x 2 = 10% |
| | | Submission of Conceptual Synchronization of Well Design | 15 % of the quoted amount for each well 15 x 2 = 30% |
| | | Submission of Final Synchronization of Well Design | 15% of the quoted amount each well 15 x 2 = 30% |
| | | Approval of OIL | 10% of the quoted amount for each well 10 x 2 = 20% |

(B) MOBILIZATION AND DEMOBILISATION CHARGES OF EQUIPMENT INCLUDING PERSONNEL

10.B. MOBILISATION CHARGES

- i) Mobilization charges as lump sum amount against tool(s)/equipment will be payable when all equipment/tools (free of defects/ encumbrances) and OIL's approved operating personnel are positioned at the Company's designated site and duly certified by the Company representative which shall be no later than 03 working days from the date of arrival/intimation by the contractor. The date of inspection will be considered as the date of mobilization subjected to all tools and equipment are found to be in order.

NOTE:

OIL will certify within 03 working days for first mobilization. For successive re mobilization, contractor must intimate OIL about arrival of the tools and OIL will

inspect the tools/equipment for each re-mobilization within 03 working days of receipt of intimation from the contractor.

- ii)** Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize the equipment to the mobilization point as decided by OIL and should include all duties including all local and foreign taxes, port fees/charges including demurrage (if any) and inland transport to the mobilization point as decided by OIL etc. (on the items declared in **PROFORMA-XXIV**), except customs duty, which will be to OIL's account, if applicable.
- iii)** The Company will issue necessary recommendatory letter for EC as required for custom clearance as the service will be used in PEL/ML area, only on receipt of request from the Contractor and all such requests must be made by the Contractor well in advance, so that the Company can make necessary arrangements for providing the documents in time without causing any delay for the customs/port clearance.
- iv)** Mobilization charge will not be released on the basis of arrival of individual tool / equipment. Mobilization will be considered to be completed only after following conditions from (a) to (e) (without any exception) are met with.
 - a) All tools & equipment (surface & sub surface) as per contractual obligation (technical Spec. & quantity wise) arrive at OIL's designated site, unless specified by OIL.
 - b) Tool/Equipment arrives at OIL's designated site as per "SOW" for commencing MPD/MPC activity.
 - c) All relevant documents (technical specification, drawing, vintage, Make, Model etc.) of each & every tool & equipment is made available (as per contractual obligation) by Contractor for scrutiny by OIL.
 - d) All relevant documents are found to be technically acceptable by OIL on scrutiny.
 - e) Company issues acceptance of tools & equipment in writing. This "acceptance/clearance" certificate will be provisional in nature till performances of tools / equipment are established in operation.

NOTE:

Mobilization charges shall not exceed **6%** of the total quoted contract value. However, Mobilization charges if quoted in excess of **6%** of the total quoted contract value, the excess amount shall be paid at the end of the contract.

20.B) DEMOBILISATION CHARGES

The Contractor shall arrange for and execute demobilization of their Tools/Equipment / Spare/Accessories (one or more) etc. including personnel upon receipt of notice from the Company. For de-Mobilization Contractor shall bear all such costs/charges, if any towards the same from drilling location to Contractor's base and the same will be guided by as per "**Special Conditions of Contract**" in **Section-II, Clause Mobilization & Interim-Mobilization/Interim De-mobilization.**

- i)** All rates on Tools/Equipment/Spare/Accessories etc. shall cease to exist with effect from the day the Contractor is issued de-mobilization notice by Company. No charges whatsoever will be payable with effect from the date of notice to demobilization.
- ii)** Company shall give notice to Contractor to commence demobilization. This shall be applicable with immediate effect. No other charges shall be payable after issuance of de-mobilization letter. However, after final demobilization the contractor will ensure that demobilization is completed and Company's worksite is cleared-off Contractor's property within 03 (three) weeks of notice from the Company, failing which, demobilization charge may be held up.
- iii)** Demobilization charges will be payable on clearance of all the equipment from Indian Port/ Custom authorities for re-export of equipment to Contractor's base (if applicable). However, OIL shall not be obliged to pay demobilization charges of unit/equipment, if on completion of Contract/termination, Contractor does not remove its tools from the area of last operation and also if the Contractor commences operation against any other contract(s) for other operators. 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.
- iv)** Upon completion of duration of the contract, the contractor shall submit their last invoice for payment along with any document(s) as required by the Indian laws and asked for by the Company to enable release of payment.

NOTE:

De-Mobilization charges should not be less than **1%** of the total quoted contract value. If De-mobilization is quoted in deficit or less than **1%** of the total quoted value for the section, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract along with Demobilization charges.

(C) INTERIM DE-MOBILIZATION AND RE-MOBILIZATION CHARGES OF EQUIPMENT INCLUDING PERSONNEL:

- i)** In case of need for lean period/temporary suspension of Company's activity due to operational reasons, the Company retains the right to **De-Mobilize** Contractor's Equipment & Tools (any set) including personnel on interim basis and **Re-mobilize** the consignment when well operations recommence. **60 (Sixty) Days** period for Interim Re- Mobilization shall be provided from date of Re-Mobilization Notice of each set of Tools & Equipment.
- ii)** No other Charges on any account will be payable from the time the De-Mobilization notice is issued till Re-Mobilization is completed under Company's advice.

NOTE:

- (a) Interim De-mobilization charge should not exceed **0.5 %** of total quoted contract value. If Interim De-mobilization is quoted in deficit or less than **0.5%** of the total quoted contract value, the deficit amount shall be withheld from the invoice and the same will be paid at the end of the contract.
- (b) Interim Re-mobilization charge should not exceed **0.5 %** of total quoted contract value. If Re-mobilization is quoted in deficit or less than **0.5%** of the total quoted contract value, the deficit amount shall be withheld from the invoice and the same will be paid at the end of the contract.

(D) INTER LOCATION MOVEMENT CHARGES FOR EQUIPMENT INCLUDING PERSONNEL

Depending on the distance between the locations, separate rates will be applicable for Inter Location Movement for the MPD package as mentioned below:

10.D) Inter location movement charges (for movement within 30 Kms): Charges per move between two independent locations will be payable up to 30 Kms and in case of Cluster location (same well plinth), 20% of such charges will be paid per move.

20.D) Inter location movement charges on kilometrage basis for movement more than 30 Kms: In case the distance for ILM between two locations exceeds 30 Km, then lump sum charges as per "10D" above for the initial 30 Kms will be payable and ILM charges for the remaining distance more than 30 Km will be calculated/paid at the rate per Km.

NOTE:

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- (i) Inter-location movement will start from the moment the Company releases the at present location and shall end after the rig up at next location is completed. All materials including the additional items, if any, are to be transferred to next location after rig down.
- (ii) Company may advise to dismantle/box up the MPD package prior to issuance of ILM notice. In such case stand by rate will be applicable.
- (iii) Time allowed for inter-location movement of MPD package for a distance upto thirty (30) Kms shall be Eighteen (18) days. However, if the distance is more than thirty (30) Kms, the time allowed shall be in proportions of one (1) day for each 30 KM or part thereof. In case of cluster location on the same well plinth time allowed for inter-location movement of rig package shall be ten (10) days.
- (iv) The time for inter-location movement suspended by Force Majeure, shall be extended by the period for which the Force majeure conditions last.

(E) OPERATING DAY RATE FOR EQUIPMENT

Under the contract, Contractor shall be entitled to a day rate as detailed below. These rates are inclusive of spares and consumables etc. if required (including spares for running repairs and maintenance of MP and /or MPC) for the successful completion of the work.

NOTE:

During the period the equipment is mobilized at site, equipment operating day rate for all equipment will be considered for the time duration where in RCD is in closed/rotating mode.

(F) STANDBY DAY RATE FOR EQUIPMENT

- i) During the period the equipment is mobilized at site, standby day rate for all equipment will be considered for the time duration wherein RCD is not in closed /rotating mode.**
- ii)** Once the operating day rate is applicable no **Standby day rate** will be payable for equipment and manpower.
- iii)** During Stand by period, the equipment has to be in fully operating condition. Prior permission from OIL will be required for repair and preventive maintenance.

- iv) Standby day rate** shall not be payable once the de- mobilization notice is issued by OIL for any tool(s)/equipment.
- v) Standby day rate** includes supply of spares & consumables, replacement/maintenance cost and any other operational requirement if any during the contractual period. The Contractor must maintain minimum stock of any such regularly required items at the drilling site under their possession to ensure uninterrupted service.
- vi) Standby day rate** will be payable for full day or part thereof on prorata basis up to the nearest hour.

NOTE:

- (a) **Standby day rate of each tools/equipment should not exceed 60% of the quoted operating Unit rate for the respective tools/ equipment in the Price Bid.**
- (b) If Standby day rate are quoted more than 60% of the corresponding operating day rate, then their bid shall be evaluated as per their quoted rate. However, if the bidder emerges as the successful bidder, contract shall be awarded limiting the standby day rate to 60% of the corresponding operating charge, where the standby day rate is quoted beyond the prescribed limit.

(G) NON-OPERATING DAY RATE (NODR)

Non-Operating Day Rate (NODR) will apply for the duration starting from the written notice by company upon completion/suspension of job of one well till effective date of commencement of job for the next well as informed vide written notice by Company. Payment towards **NON-OPERATING DAY RATE (NODR)** shall not be more than 45% (Forty Five percent) of Operating Day Rate (ODR).

NOTE: If Non-Operating Day Rate are quoted more than 45% of the corresponding operating day rate, then their bid shall be evaluated as per their quoted rate. However, if the bidder emerges as the successful bidder, contract shall be awarded limiting the Non-Operating Day Rate to 45% of the corresponding operating day rate, where the Non-Operating Day Rate is quoted beyond the prescribed limit.

(H) MANPOWER OPERATING DAY RATES

Personnel Operating day rate is considered from the time, crew is mobilized to well Site based on the mobilization notice till the time they are demobilized from the location with written notice from Company.

- a) No standby charge for office Coordinator and only operating day rate is applicable.
- b) Other than Office Coordinator, for rest of the manpower the standby charge is 75% (Seventy Five Percent) of the operating day rate and applicable only when tools and equipment are under standby rate as per Clause No F above.
- c) During the Non-operating period of equipment, 45% (Forty Five percent) of Operating Day Rate for manpower will be applicable.
- d) No separate mobilization/demobilization/interim demobilization/ interim mobilization charges are applicable for Phase-I and Phase -II, bidder to quote accordingly.

(I) FORCE MAJEURE RATE:

- i)** Force majeure conditions are defined in Clause No. 31.0 of STC, Section-I, "**General Conditions of Contract**".
- ii)** All rates shown under Operating, Standby and Non-Operating day rate for equipment or personnel as applicable in Schedule of Rates shall be restricted to 50% of Stand by charges for the service being provided by Contractor at the time of occurrence of force majeure situation. This will be considered as FORCE MAJEURE RATE under all conditions.
- iii)** The Force Majeure Rate shall be payable during the first 15 days period of force majeure situation. No payment would apply after expiry of Fifteen (15) days force majeure period, unless otherwise agreed to.

(J) ZERO RATES:

- i)** In the event the Contractor's operating crew is not available for operation at any point of time during the period of contract no payment shall be made for such period.
- ii)** If the Contractor withdraws the whole or part of the equipment or any manpower resulting in breakdown of operation, zero Rate will be paid.
- iii)** No payment shall be payable for Tools / Equipment during "Dismantling of Contractor's facility in one location, Inter-Location movement, Re-Installation & Re -Commissioning of Contractor 's facility in next location".
- iv)** Notwithstanding any provision in the contract, no charges (Stand by charges, operating for tools/equipment including personnel) shall be

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payable for the period, the job or activity assigned to the Contractor is halted due to breakdown of Contractor's tools/equipment, non-availability of personnel, spares or any other reasons whatsoever attributable to the Contractor.

- v)** During maintenance of MPD/MPC tools and equipment.
- vi)** Malfunctioning of any of MPD/MPC tools and equipment if it leads to stops of normal operation at that particular period/time.

*******End of SoR*******

SCHEDULE OF WORK, UNIT AND QUANTITY: (SOQ) (REVISED)

DESCRIPTION OF SERVICE: Hiring Services for Managed Pressure Drilling for three wells in the state of Assam and Arunachal Pradesh.

| Line-Item No. | Description of Services | UOM | Estimated Quantity |
|---------------|---|------------|--------------------|
| A | SYNCHRONIZATIONS OF WELL DESIGN AND RIG PACKAGE | | |
| 10.A | Review & Synchronizations of Well Design of candidate well | Number | 1.00 |
| 20.A | Engineering Evaluation {(MPD design, Pre-Job Analysis, HAZID-HAZOP, Rig Visit), Post Job Analysis, Job Completion Report} | Number | 1.00 |
| 30.A | Managed Pressure Cementing Consultancy | Number | 6.00 |
| 40.A | Replicating the well engineering model & prepare detailed well design for additional wells (For upcoming wells incorporating lesson learned). | Number | 2.00 |
| B | MOBILIZATION AND DEMOBILIZATION CHARGES FOR EQUIPMENT INCLUDING PERSONNEL | | |
| 10.B | Mobilization Charges | Number | 1.00 |
| 20.B | De-mobilization charges | Number | 1.00 |
| C | INTERIM DE-MOBILIZATION AND RE-MOBILIZATION CHARGES FOR EQUIPMENT INCLUDING PERSONNEL | | |
| 10.C | Interim De-mobilization Charges | Number | 2.00 |
| 20.C | Interim Re-mobilization Charges | Number | 2.00 |
| D | INTER LOCATION MOVEMENT CHARGES FOR EQUIPMENT INCLUDING PERSONNEL | | |
| 10.D | Inter location movement charges (for movement within a distance of 30 Kms) | Number | 2.00 |
| 20.D | Inter location movement charges on kilometrage basis for movement in excess of 30 Kms | Kilo Meter | 300.00 |
| E | OPERATING DAY RATE FOR EQUIPMENT | | |
| 10.E | Rotating Control Device - including 3 complete bearing assemblies with dual tripper | Day | 135.00 |
| 20.E | Hydraulic Element Actuating / Bearing Cooling Unit | Day | 135.00 |
| 30.E | MPD Automated Choke Manifold and Panel + Coriolis Flow Meter (1200 GPM) | Day | 135.00 |
| 40.E | Site Data Acquisition Unit + Control system with EKD (Early Kick Detection) | Day | 135.00 |
| 50.E | MPD Pipe Package (High Pr. + Low Pr.) | Day | 135.00 |
| 60.E | Back-Pressure Pump (BPP) | Day | 135.00 |
| 70.E | Drill String NRV, Subs and Bleed Off tools | Day | 135.00 |
| 80.E | Automated Rig Diverter Manifold | Day | 135.00 |
| 90.E | Continuous Circulation Devices (30 Sub) and Manifold. | Day | 135.00 |
| 100.E | Additional equipment if any for providing the services (Please specify) | Day | 135.00 |
| F | STANDBY DAY RATE FOR EQUIPMENT | | |
| 10.F | Rotating Control Device - including 3 complete bearing assemblies with dual tripper | Day | 40.00 |
| 20.F | Hydraulic Element Actuating / Bearing Cooling Unit | Day | 40.00 |
| 30.F | MPD Automated Choke Manifold and Panel + Coriolis Flow Meter (1200 GPM) | Day | 40.00 |

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| | | | |
|---------------|--|-----|--------|
| 40.F | Site Data Acquisition Unit + Control system with EKD (Early Kick Detection) | Day | 40.00 |
| 50.F | MPD Pipe Package (High Pr. + Low Pr.) | Day | 40.00 |
| 60.F | Back-Pressure Pump (BPP) | Day | 40.00 |
| 70.F | Drill String NRV, Subs and Bleed Off tools | Day | 40.00 |
| 80.F | Automated Rig Diverter Manifold | Day | 40.00 |
| 90.F | Continuous Circulation Devices (30 Sub) and Manifold. | Day | 40.00 |
| 100.F | Additional equipment if any for providing the services (Please specify) | Day | 40.00 |
| G | NON-OPERATING DAY RATE FOR EQUIPMENT | | |
| 10.G | Rotating Control Device - including 3 complete bearing assemblies with dual tripper | Day | 180.00 |
| 20.G | Hydraulic Element Actuating / Bearing Cooling Unit | Day | 180.00 |
| 30.G | MPD Automated Choke Manifold and Panel + Coriolis Flow Meter (1200 GPM) | Day | 180.00 |
| 40.G | Site Data Acquisition Unit + Control system with EKD (Early Kick Detection) | Day | 180.00 |
| 50.G | MPD Pipe Package (High Pr. + Low Pr.) | Day | 180.00 |
| 60.G | Back-Pressure Pump (BPP) | Day | 180.00 |
| 70.G | Drill String NRV, Subs and Bleed Off tools | Day | 180.00 |
| 80.G | Automated Rig Diverter Manifold | Day | 180.00 |
| 90.G | Continuous Circulation Devices (30 Sub) and Manifold. | Day | 180.00 |
| 100.G | Additional equipment if any for providing the services (Please specify) | Day | 180.00 |
| H | MANPOWER OPERATING DAY RATES | | |
| 10.H | Office Coordinator | Day | 135.00 |
| 20.H | Sr. MPD Engineer (Rig based) | Day | 135.00 |
| 30.H | MPD Supervisor (Rig based) -Two Nos | Day | 135.00 |
| 40.H | Choke/DAS Operator (Rig based) - Two Nos | Day | 270.00 |
| 50.H | RCD Operator (Rig based) - Two Nos | Day | 270.00 |
| 60.H | E-cD Services Operator (Rig Based)- Two Nos | Day | 270.00 |
| NOTES: | | | |
| 1 | The quoted prices are inclusive of all applicable taxes/duties/levies, insurance, ocean freight if any/inland transport etc. for providing service in Assam & Arunachal Pradesh as per scope of work of the tender document. | | |
| 2 | Above charges should include accommodation as well as fooding charges for the manpower | | |
| 3 | The day rate of equipment should include cost of consumable/spares for continuous and trouble-free availability of the equipment. | | |
| 4 | The quantities above are for estimation purpose only. However, payment will be made as per actual work done | | |
| 5 | The equipment & service will be utilized for petroleum exploration under nominated blocks/NELP or other eligible blocks in the state of Assam & Arunachal Pradesh | | |
| 6 | Crane service will be provided by the Company | | |
| 7 | OIL shall provide the suitable location at site for storage of MPD equipment once the Equipment starts arriving at Duliajan or the drilling locations designated for MPD services. | | |
| 8 | OIL reserves the right to utilize the MPD services for the 3rd well based on the success of 1st two wells. The term "success" means: "Success" means that the candidate well is completed successfully overcoming the downhole problem(s) developed due to thin mud window utilising the MPD technology. | | |

| | |
|-----------|---|
| <p>9</p> | <p>Price Evaluation of the qualified bids will be done on the basis of rates quoted by the bidder as per “PRICE BIDDING FORMAT”. However, bidders must comply with the limits indicated against each of the following rates:</p> <ul style="list-style-type: none"> (a) Mobilization charges should not exceed 6% of the total quoted contract value. (b) De-Mobilization charges should not be less than 1% of the total quoted contract value. (c) Interim De-mobilization charges should not exceed 0.5 % of total quoted contract value. (d) Interim Re-mobilization charges should not exceed 0.5 % of total quoted contract value. (e) Standby day rate of each tools/equipment should not exceed 60% of the quoted operating Unit rate for the respective tools/ equipment in the Price Bid. (f) Non-Operating Day Rate (NODR) should not exceed 45 % of Operating Day Rate (ODR). (g) Force Majeure Day Rate (FMDR) shall be 50% of Standby Day Rate. |
| <p>10</p> | <p>Please refer to SoR for more details.</p> |

*******End of SOQ*******

OIL INDIA LIMITED
(A Government of India Enterprise)
Duliajan, Assam

DESCRIPTION OF WORK/SERVICE: Hiring Services for Managed Pressure Drilling for three wells in the state of Assam and Arunachal Pradesh.

PRICE BIDDING FORMAT
(REVISED)

NAME OF BIDDER

Bidder's GST No.

SAC/HSN Code

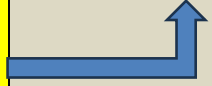
| Item No. | Description of Services (For detailed description of Services Refer SOR) | UOM | Estimated Quantity | Rate (Rs.) to be quoted Excluding GST | Applicable GST Rate in % | Applicable GST (Select from Drop down List) | Total Amount (Rs.) Excluding GST | Total Amount (Rs.) Including GST |
|---|---|------------|--------------------|--|--------------------------------|---|-------------------------------------|-------------------------------------|
| | | | A | B | C | D = A * B | E = D+(D * C) | |
| A. SYNCHRONIZATIONS OF WELL DESIGN AND RIG PACKAGE | | | | | | | | |
| 10.A | Review & Synchronizations of Well Design of candidate well | Number | 1.00 | | | | - | - |
| 20.A | Engineering Evaluation (MPD design, Pre-Job Analysis, HAZID-HAZOP, Rig Visit), Post Job Analysis, Job Completion Report) | Number | 1.00 | | | | - | - |
| 30.A | Managed Pressure Cementing Consultancy | Number | 6.00 | | | | - | - |
| 40.A | Replicating the well engineering model & prepare detailed well design for additional wells (For upcoming wells incorporating lesson learned). | Number | 2.00 | | | | - | - |
| TOTAL OF SYNCHRONIZATIONS OF WELL DESIGN AND RIG PACKAGE (I) | | | | | | | - | - |
| B. MOBILIZATION AND DEMOBILIZATION CHARGES FOR EQUIPMENT INCLUDING PERSONNEL | | | | | | | | |
| 10.B | Mobilization Charges | Number | 1.00 | | | | - | - |
| 20.B | De-mobilization charges | Number | 1.00 | | | | - | - |
| TOTAL OF MOBILIZATION AND DEMOBILIZATION CHARGES FOR EQUIPMENT INCLUDING PERSONNEL (II) | | | | | | | - | - |
| C. INTERIM DE-MOBILIZATION AND RE-MOBILIZATION CHARGES FOR EQUIPMENT INCLUDING PERSONNEL | | | | | | | | |
| 10.C | Interim De-mobilization Charges | Number | 2.00 | | | | - | - |
| 20.C | Interim Re-mobilization Charges | Number | 2.00 | | | | - | - |
| TOTAL OF INTERIM DE-MOBILIZATION AND RE-MOBILIZATION CHARGES FOR EQUIPMENT INCLUDING PERSONNEL (III) | | | | | | | - | - |
| D. INTER LOCATION MOVEMENT CHARGES FOR EQUIPMENT INCLUDING PERSONNEL | | | | | | | | |
| 10.D | Inter location movement charges (for movement within a distance of 30 Kms) | Number | 2.00 | | | | - | - |
| 20.D | Inter location movement charges on kilometrage basis for movement in excess of 30 Kms | Kilo Meter | 300.00 | | | | - | - |
| TOTAL OF INTER LOCATION MOVEMENT CHARGES FOR EQUIPMENT INCLUDING PERSONNEL (IV) | | | | | | | - | - |
| E. OPERATING DAY RATE FOR EQUIPMENT | | | | | | | | |
| 10.E | Rotating Control Device - including 3 complete bearing assemblies <i>with dual tripper</i> | Day | 135.00 | | | | - | - |

| | | | | | | | | |
|--|--|-----|--------|--|--|--|---|---|
| 20.E | Hydraulic Element Actuating / Bearing Cooling Unit | Day | 135.00 | | | | - | - |
| 30.E | MPD Automated Choke Manifold and Panel + Coriolis Flow Meter (1200 GPM) | Day | 135.00 | | | | - | - |
| 40.E | Site Data Acquisition Unit + Control system with EKD (Early Kick Detection) | Day | 135.00 | | | | - | - |
| 50.E | MPD Pipe Package (High Pr. + Low Pr.) | Day | 135.00 | | | | - | - |
| 60.E | Back-Pressure Pump (BPP) | Day | 135.00 | | | | - | - |
| 70.E | Drill String NRV, Subs and Bleed Off tools | Day | 135.00 | | | | - | - |
| 80.E | Automated Rig Diverter Manifold | Day | 135.00 | | | | - | - |
| 90.E | Continuous Circulation Devices (30 Sub) and Manifold. | Day | 135.00 | | | | - | - |
| 100.E | Additional equipment if any for providing the services (Please specify) | Day | 135.00 | | | | - | - |
| TOTAL OF OPERATING DAY RATE FOR EQUIPMENT (V) | | | | | | | - | - |
| F. | STANDBY DAY RATE FOR EQUIPMENT | | | | | | | |
| 10.F | Rotating Control Device - including 3 complete bearing assemblies with dual tripper | Day | 40.00 | | | | - | - |
| 20.F | Hydraulic Element Actuating / Bearing Cooling Unit | Day | 40.00 | | | | - | - |
| 30.F | MPD Automated Choke Manifold and Panel + Coriolis Flow Meter (1200 GPM) | Day | 40.00 | | | | - | - |
| 40.F | Site Data Acquisition Unit + Control system with EKD (Early Kick Detection) | Day | 40.00 | | | | - | - |
| 50.F | MPD Pipe Package (High Pr. + Low Pr.) | Day | 40.00 | | | | - | - |
| 60.F | Back-Pressure Pump (BPP) | Day | 40.00 | | | | - | - |
| 70.F | Drill String NRV, Subs and Bleed Off tools | Day | 40.00 | | | | - | - |
| 80.F | Automated Rig Diverter Manifold | Day | 40.00 | | | | - | - |
| 90.F | Continuous Circulation Devices (30 Sub) and Manifold. | Day | 40.00 | | | | - | - |
| 100.F | Additional equipment if any for providing the services (Please specify) | Day | 40.00 | | | | - | - |
| TOTAL OF STANDBY DAY RATE FOR EQUIPMENT (VI) | | | | | | | - | - |
| G. | NON-OPERATING DAY RATE FOR EQUIPMENT | | | | | | | |
| 10.G | Rotating Control Device - including 3 complete bearing assemblies with dual tripper | Day | 180.00 | | | | - | - |
| 20.G | Hydraulic Element Actuating / Bearing Cooling Unit | Day | 180.00 | | | | - | - |
| 30.G | MPD Automated Choke Manifold and Panel + Coriolis Flow Meter (1200 GPM) | Day | 180.00 | | | | - | - |
| 40.G | Site Data Acquisition Unit + Control system with EKD (Early Kick Detection) | Day | 180.00 | | | | - | - |

| | | | | | | | | |
|--|---|-----|--------|--|--|--|---|---|
| 50.G | MPD Pipe Package (High Pr. + Low Pr.) | Day | 180.00 | | | | - | - |
| 60.G | Back-Pressure Pump (BPP) | Day | 180.00 | | | | - | - |
| 70.G | Drill String NRV, Subs and Bleed Off tools | Day | 180.00 | | | | - | - |
| 80.G | Automated Rig Diverter Manifold | Day | 180.00 | | | | - | - |
| 90.G | Continuous Circulation Devices (30 Sub) and Manifold. | Day | 180.00 | | | | - | - |
| 100.G | Additional equipment if any for providing the services (Please specify) | Day | 180.00 | | | | - | - |
| TOTAL OF HOLDING DAY RATE FOR EQUIPMENT (VII) | | | | | | | - | - |

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| H. MANPOWER OPERATING DAY RATES | | | | | | | | |
| 10.H | Office Coordinator | Day | 135.00 | | | | - | - |
| 20.H | Sr. MPD Engineer (Rig based) | Day | 135.00 | | | | - | - |
| 30.H | MPD Supervisor (Rig based) -Two Nos | Day | 135.00 | | | | - | - |
| 40.H | Choke/DAS Operator (Rig based) - Two Nos | Day | 270.00 | | | | - | - |
| 50.H | RCD Operator (Rig based) - Two Nos | Day | 270.00 | | | | - | - |
| 60.H | E-cd Services Operator (Rig based) – Two Nos | Day | 270.00 | | | | - | - |
| TOTAL OF MANPOWER OPERATING DAY RATES (VIII) | | | | | | | - | - |
| Total Contract Cost (Rs) (I+II+III+IV+V+VI+VII+VIII) | | | | | | | 0.00 | 0.00 |

The total Contract Cost including GST to be entered in the "OFFER PRICE" field in the GeM portal. Bidders to refer Clause 7.0 of ITB for details.



OIL reserves the right to utilize the MPD services for the 3rd well based on the success of 1st two wells.

The term "success" means: "Success" means that the candidate well is completed successfully overcoming the downhole problem(s) developed due to thin mud window utilising the MPD technology.

Price Evaluation of the qualified bids will be done on the basis of rates quoted by the bidder as per "PRICE BIDDING FORMAT". However, bidders must comply with the limits indicated against each of the following rates:

(a) Mobilization charges should not exceed 6% of the total quoted contract value.

(b) De-Mobilization charges should not be less than 1% of the total quoted contract value.

(c) Interim De-mobilization charges should not exceed 0.5 % of total quoted contract value.

(d) Interim Re-mobilization charges should not exceed 0.5 % of total quoted contract value.

(e) Standby day rate of each tools/equipment should not exceed 60% of the quoted operating Unit rate for the respective tools/ equipment in the Price Bid.

(f) Non-Operating Day Rate (NODR) should not exceed 45 % of Operating Day Rate (ODR).

(g) Force Majeure Day Rate (FMDR) shall be 50% of Standby Day Rate.

Note:

- a. The day rate of equipment should include cost of consumable/spares for continuous and trouble-free availability of the equipment.
- b. The quantities above are for estimation purpose only. However, payment will be made as per actual work done
- c. The equipment & service will be utilized for petroleum exploration under nominated blocks/NELP or other eligible blocks in the state of Assam & Arunachal Pradesh
- d. Crane service will be provided by the Company
- e. OIL shall provide the suitable location at site for storage of MPD equipment once the Equipment starts arriving at Duliajan or the drilling locations designated for MPD services.

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services/duties/levies, insurance, ocean freight if any/inland transport etc. for providing service in Assam & Arunachal Pradesh as per scope of work of the tender document.. However, GST rate (including cess) to be provided in the respective place in the Price Bid.

2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST(CGST & SGST/UTGST or IGST)

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

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

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

6. Bidder may seek benefits under Public Procurement Policy for MSEs – Order 2012 or PP: LC.

7. Refer to Revised STC-GCC, SCC, SOR & SoW for Scope of Work, GST and other terms and conditions.

TECHNICAL EVALUATION SHEET FOR BEC

Bidder's Name: _____

| Clause No. of BEC/BRC, Description | Compliance | | Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance |
|---|------------|----|--|
| | Yes | No | |
| 1.0 <u>VITAL CRITERIA FOR BID ACCEPTANCE:</u> | | | |
| The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bidders are advised not to take any exception/deviation to the Bid Documents. If any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be liable for rejection. | | | |
| 1.1 <u>GENERAL CONFORMITY:</u> | | | |
| Bids will be rejected in case the equipment and services offered do not confirm to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. | | | |
| 1.2 <u>ELIGIBILITY CRITERIA:</u> | | | |
| The bidder must be incorporated/registered in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender. | | | |

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

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

- (a) The bidder must provide the **exact percentage (%) of local content** in their bid, without which the bid shall be liable for rejection being non-compliant.
- (b) The Bidder shall submit an undertaking **PROFORMA-XII** from the authorised signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (**Categorically specifying the exact % of LC**) and such undertaking shall become a part of the contract, if awarded.

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

- (c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the exact percentage of local content.

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

| | | | |
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| <p>(d) Along with the technical bid, bidder must submit a copy of their Certificate of Incorporation / Registration or any other valid document(s) which substantially establishes its constitution in India.</p> | | | |
| <p>2.0 TECHNICAL EVALUATION CRITERIA:</p> | | | |
| <p>2.1 EXECUTION OF CONTRACT:</p> | | | |
| <p>Bidders must have experience of successful completion of at least 01 MPD Contract during the last 07 (Seven) years reckoned from the original bid closing date in any E&P company (E&P means any company engaged in exploration and production of crude oil & natural gas).</p> | | | |
| <p>2.2 EXECUTION OF JOB:</p> | | | |
| <p>Bidders must have experience in the following executions during the last 07 (Seven) years reckoned from the original bid closing date in any E&P company (E&P means any company engaged in exploration and production of crude oil & natural gas).</p> <p>(i) Minimum 10 MPD (Managed Pressure Drilling) wells in automated pressure control mode in a single contract or multiple contracts.</p> <p>(ii) Minimum 5 MPC (Managed pressure Cementation) jobs in automated pressure control mode in a single contract or multiple contracts.</p> | | | |
| <p>DOCUMENTARY EVIDENCE TO BE SUBMITTED FOR CLAUSE NO. 2.1 & 2.2 ABOVE:</p> | | | |
| <p>a) For proof of requisite experience, the following documents/photocopy (self-attested/attested) must be submitted along with the bid:</p> <p>(i) <u>EXECUTION OF CONTRACT</u></p> <p>A. Relevant pages of Contract document showing details of work, AND</p> | | | |

| | | | |
|--|--|--|--|
| <p>B. Job Completion Certificate showing Work order No./Contract No and date of completion</p> <p style="text-align: center;">OR</p> <p>Performance report on completion of the contract OR any other documentary evidence that can substantiate the satisfactory execution of the contract as mentioned in the above clause showing Work order no./Contract no and date of completion.</p> <p>(ii) <u>EXECUTION OF JOB</u></p> <p>A. Relevant pages of Contract document showing details of work</p> <p style="text-align: center;">AND</p> <p>B. Job Completion Certificate showing Work order no./Contract no and date of completion and number of well completed (MPD & MCP)</p> <p style="text-align: center;">OR</p> <p>End of Project Report OR End of Well Report OR Job Completion Report OR performance report on completion of the well OR any other documentary evidence that can substantiate the number of well completed (MPD & MPC) as mentioned in the above clause.</p> | | | |
| <p>b) Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence in place of Contract if it does not show details of works to be performed and documents as (a) (i) and (ii) above for completion of contract or Job</p> | | | |
| <p>c) Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s), as stipulated respectively under Clause Nos. 2.1 & 2.2, shall only be treated as acceptable experience.</p> | | | |
| <p>d) Following work experience shall also be taken into consideration:</p> <p>(i) If the prospective bidder has executed contract in which similar work is also a component of the contract.</p> <p>(ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date, but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.</p> | | | |

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| <p>Proof of work experience against Para d. (i) above, to satisfy a) similar work, b) minimum prescribed value/quantity/period c) prescribed period of 07 years, to be submitted as below:</p> <p>Bidder must submit the breakup of similar work and its quantity/period executed within the prescribed period of 07 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).</p> <p>In case the documents submitted as per Para a. above are not sufficient to establish the value/quantity/period of the similar work against Para d., the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value/quantity/period of ‘SIMILAR WORK’ which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).</p> | | | |
| <p>e) All Certificates and documentary evidence required to be submitted in support of Para 2.1 & 2.2 above should be clearly legible and in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder’s country, in which case, for purposes of interpretation of the bid, the translation shall prevail.</p> | | | |
| <p>2.3 <u>TECHNICAL SUPPORT:</u></p> | | | |
| <p>The Bidder must have the following technical infrastructure for supporting MPD operation.</p> <p>(a) The bidder should have a Technical Support Centre/ R&D center facility /Remote Technical Support Centre for technical backup services & other operational support to the bidder during operations to enable the contractor to successfully provide the MPD Services. The facility should be owned by the Bidder or its Group Company or wholly owned Subsidiary or Co-Subsidiary/sister subsidiary.</p> | | | |

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| <p>(b) The bidder shall have its own software for carrying out the operation for automated pressure controlling and hydraulic modelling.</p> <p><u>DOCUMENTARY EVIDENCE TO BE SUBMITTED FOR CLAUSE NO. 2.3 (a) & (b) ABOVE:</u></p> <p>A letter of confirmation on the letterhead of the bidder to the following effects must be submitted along with the technical bid:</p> <ul style="list-style-type: none"> i) Relevant details and accompanied with documents establishing/substantiating the ownership of the facility by the Bidder or its Group Company or wholly owned Subsidiary or Co-subsidiary/Sister Subsidiary. ii) Details about the software and copies of License, accompanied with documents establishing ownership of the software by the Bidder to be submitted as a part of technical bid. | | | |
| <p><u>NOTE to 2.0 TECHNICAL EVALUATION CRITERIA:</u></p> <ul style="list-style-type: none"> <i>(i) A job executed by a Bidder for its own organization/subsidiary/Parent/ Co-Subsidiary will not be considered as experience for the purpose of meeting the requirements of the BEC.</i> <i>(ii) Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the bidder. OIL may contact the clients/operators under intimation/copy to the respective bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time, then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with his client(s) and arrange for the confirmation as desired by OIL.</i> <i>(iii) Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 2.1, 2.2 & 2.3 above.</i> | | | |

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| <p>(iv) Any party who is extending support by way of entering into Joint Venture agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected.</p> <p>(v) Similar Work executed through 'sub-contracting' shall not be considered for evaluation.</p> | | | |
| <p>2.4 Bids of those bidders who themselves do not meet the experience criteria as stipulated in BEC Clause Nos. 2.1, 2.2 & 2.3 above, can also quote under the categories listed below:</p> | | | |
| <p>A. <u>ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY</u></p> <p>Offers of those bidders (other than JV) who themselves do not meet the experience criteria as stipulated in Clause No. 2.1, 2.2 & 2.3 above can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who meets experience criteria as stipulated in Clause No. 2.1, 2.2 & 2.3 above or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company] who meets experience criteria as stipulated in Clause No. 2.1, 2.2 & 2.3 above. However, the parent/ subsidiary company (as the case may be) of the bidder must on its own meet the experience criteria as stipulated in the BEC and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement etc. for meeting the experience criteria.</p> <p>In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Agreement (as per PROFORMA-XVI) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per as PROFORMA-XVII) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.</p> | | | |
| <p>B. <u>ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY</u></p> | | | |

Offers of those bidders (other than JV) who themselves do not meet the technical experience criteria stipulated in **Clause No. 2.1, 2.2 & 2.3** above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

- (a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.
- (b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in **Clause No. 2.1, 2.2 & 2.3** above and not through any other arrangement like technical collaboration etc.
- (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **PROFORMA-XVIII**, between them & their ultimate parent/holding company, along with the technical bid.

Note to Clause No. 2.4 (A) & (B) above:

In the situations mentioned in Clause No. 2.4 (A) & (B) above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Valid legal documents, showing the legal relationship between the bidder and the parent/subsidiary/co-subsidiary/sister subsidiary (supporting company), as the case may be, along with shareholding pattern and linkage between the bidder and the parent/subsidiary (supporting company)/ultimate parent/holding company.

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| <p>(ii) Undertaking by the supporting company to provide additional Performance Security (as per format and instructions enclosed as PROFORMA-XIX), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.</p> <p>(iii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the additional performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> | | | |
| <p>C. <u>BID FROM JOINT VENTURE COMPANY</u></p> <p>(a) In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 1956 or Companies Act, 2013 and any amendment thereunder. They should meet the technical qualification requirements as under:</p> <p>(i) The JV on its own shall meet the experience criteria as per BEC Clause No. 2.1, 2.2 & 2.3.</p> <p style="text-align: center;">OR</p> <p>(ii) Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per BEC Clause No. 2.1, 2.2 & 2.3.</p> <p><u>NOTE to (C):</u></p> | | | |

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| <p>I. In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV during entire duration of the contract and extension, if any, thereof, failing which bid will be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.</p> <p>II. Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/subsidiary/co-subsidiary/ sister subsidiary /parent/ holding/affiliating/ associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.</p> <p>III. The documents establishing experience of the JV or its member (as the case may be) shall be submitted as per BEC Clause No. 2.1, 2.2 & 2.3.</p> <p>IV. The documents showing the existing shareholdings of the JV Partners must be submitted.</p> <p>(b) <u>CONSTITUTION OF JOINT VENTURE:</u> The members of the JV should not be more than three. If during evaluation of bid, a JV leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.</p> <p>(c) 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>2.5 KEY PERSONNEL:</p> | | | |

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| <p>Bidders quoting under the categories as mentioned under Clause nos. 2.4 above in order to meet the commitment from the supporting company (Parent / Subsidiary Company / Sister-Subsidiary / Co-Subsidiary Company / Joint Venture Constituents, as applicable), supporting company should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per PROFORMA-XX in this respect to be submitted as part of technical bid.</p> | | | |
| <p>2.6 MOBILIZATION PERIOD:</p> | | | |
| <p>Bidder must confirm to mobilize the MPD Service along with all tools, equipment, consumable and manpower within 120 (One Hundred Twenty) days from the date of issuance of Mobilization notice after issuance of Letter of Award (LOA). Offers indicating mobilization time more than 120 days from the date of issuance of Mobilization Notice will be rejected (Refer PROFORMA-XXVI).</p> | | | |
| <p>2.7 RESIDUAL LIFE:</p> | | | |
| <p>a. RESIDUAL LIFE CERTIFICATE:</p> | | | |
| <p>The offered MPD equipment, if not brand new, should have a minimum residual life of four (04) years as of the original bid closing date. Residual Life certificate shall be issued/verified by TPI as below.</p> <p>i) The TPI Certificate should not be older than 06 (Six) months as on date of original closing date.</p> <p>ii) The bidder should submit TPI certificate in original from any one of the below mentioned inspection agencies along with techno-commercial (un-priced) bid:</p> <ul style="list-style-type: none"> (i) M/s Bureau Veritas (ii) M/s Det Norske Veritas (iii) M/s Lloyd's (iv) M/s Oil Field Audit Services (v) M/s ABS. | | | |

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| <p>3.0 FINANCIAL EVALUATION CRITERIA:</p> | | | |
| <p>3.1 Annual Financial Turnover from Operations of the Bidder during any of the last three (03) completed financial/accounting years preceding the Original Bid Closing date must be at least ₹ 21,57,88,000.00 (Rupees Twenty-One Crore Fifty-Seven Lakh Eighty-Eight Thousand) only.</p> <p><i>[Annual Financial Turnover from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]</i></p> | | | |
| <p>3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.</p> <p><i>[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]</i></p> | | | |
| <p>3.3 In case, the bidder is a subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company and the following needs to be complied/submitted:</p> <p>(i) The parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 3.1 & 3.2 above.</p> <p>(ii) Corporate Guarantee (as per PROFORMA-XXI) on parent / ultimate parent / holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them, and</p> | | | |

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| <p>(iii) A certificate from the statutory Auditor of the bidding company as well as of the parent/ ultimate/ holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.</p> <p>Note: The above certificate should not be more than 30 days old as on the original bid closing date.</p> | | | |
| <p>3.4 If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. 3.1 & 3.2) by itself, it can submit the bid based on the financial strength of its JV member having more than 50% stake in the JV Company, and the following needs to be complied/submitted:</p> <p>(i) The JV member having more than 50% stake in the JV should meet the Financial Evaluation Criteria stipulated in Clause Nos. 3.1 & 3.2 above.</p> <p>(ii) An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain more than 50% shareholding in the JV till execution of the contract is accomplished.</p> <p>(iii) A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.</p> <p>Note: The above certificate should not be more than 30 days old as on the original bid closing date.</p> | | | |
| <p>3.5 Notes to BEC Clause 3.0 above:</p> | | | |
| <p>a. For proof of Annual Turnover from operation & Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p> | | | |

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| <p>(i) Audited Balance Sheet along with Profit & Loss account. OR</p> <p>(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in PROFROMA-XIV.</p> <p>Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.</p> | | | |
| <p>b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per PROFORMA-IX.</p> | | | |
| <p>c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> | | | |
| <p>d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.</p> | | | |
| <p>e. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate (with Valid UDIN) is to be submitted by the bidder regarding converted figures in equivalent INR or USD. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated</p> | | | |

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| by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR. | | | |
| f. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above in Para 3.0. | | | |
| 4.0 OTHER DOCUMENTS: | | | |
| <p>Bidders must furnish documentary evidence with the specific chapters, separated by dividers, in the same order as set out here below in support of fulfilling all the requirements along with their un-priced techno-commercial Bids.</p> <ul style="list-style-type: none"> a. Execution of Contract as Clause No. 2.1. and execution of Job Clause No. 2.2. for MPD experience of bidder in a tabular form. b. Financial Turnover and Net worth of Bidder as per Notes to Clause No. 3.0 c. Joint Venture arrangements/bidder bidding based on the experience of Parent/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary Company as per Clause No. 2.4. d. Contractor's general structure and organization, including the branch/sub-division dedicated to specific activities related to the execution of the contract. e. All confirmations sought under the BEC. <p>NOTE: Bid without the above listed documents or information shall be liable for rejection.</p> | | | |
| 5.0 COMMERCIAL EVALUATION CRITERIA: | | | |
| 5.1 The bids are to be submitted in single stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway. | | | |
| 5.2 Bidders must fill the ' PRICE BIDDING FORMAT / FINANCIAL DOCUMENT ' and compute all-inclusive (including GST) bid value. This all-inclusive (including GST) bid value is to be entered against the 'OFFER PRICE' field in the GeM portal. The duly filled ' PRICE BID / FINANCIAL DOCUMENT ' in electronic form must be submitted by the | | | |

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| <p>bidders through GeM Portal only along with the Financial Bid. Any Financial Bid without the duly filled Price Bid may be liable for rejection.</p> <p>Note:</p> <p>i) The breakup of the quoted / offered price, as per the prescribed Price Bid Format MUST NOT be uploaded with the technical bid; otherwise the bid shall be rejected straightway. Only the blank price bid format complying/confirming that you are quoting for all services under Price bid, may be submitted as a part of technical bid.</p> <p>ii) Further, supplementing the quoted “OFFER PRICE” the price bid to be filled up and submitted accordingly i.e by matching their total price including GST to the “OFFER PRICE” mentioned in the GeM Portal.</p> | | | |
| <p>5.3 The quantities shown against each item in the BOQ shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed, as the case may be.</p> | | | |
| <p>5.4 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.</p> | | | |
| <p>5.5 EMD/Bid Security: Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of HoD of Contracts Department, OIL at Duliajan on or before 14:00 Hrs (IST) on the original bid closing date. A scanned copy of the bid security shall however be uploaded along with the Technical Bid. The amount of Bid Security is ₹ 1,72,64,000.00 (Rupees One Crore Seventy-Two Lakh Sixty-Four Thousand) only and should be valid upto 30.11.2024. Bid without proper & valid Bid Security will be rejected.</p> <p>Note:</p> <p>a) For details of modes of submission of Bid Security please refer to Instructions to Bidders (ITB) clause no. 12.0 & 13.0 of the tender.</p> | | | |

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| <p>b) In case bid security is deposited in the form of BG/FDR. the BG/FDR should be valid for upto 30.11.2024, also a duly filled undertaking in the prescribed format (enclosed as PROFORMA-XI) must be submitted along with the BG. In case BG is submitted in the form of irrevocable BG, bidders shall submit the BG as per the enclosed format for BG for Bid Security PROFORMA-V issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.</p> <p>c) In case the bidder is exempted from submission of EMD / Bid security, the bidder shall submit valid documents as mentioned in Clause No. 13.0 of Instructions to Bidders (ITB).</p> | | | |
| <p>5.6 Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.</p> | | | |
| <p>5.7 Bids shall be typed or written in indelible ink.</p> | | | |
| <p>5.8 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.</p> | | | |
| <p>5.9 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.</p> | | | |
| <p>5.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> (i) Firm price (ii) EMD/Bid Security/Bid Bond/Bid Security Declaration (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule | | | |

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| <ul style="list-style-type: none"> (vii) Scope of work (viii) Guarantee of material / work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact | | | |
| <p>5.11 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.</p> | | | |
| <p>5.12 Bid received with validity of offer less than 120 (One Hundred Twenty) days from Original Bid Closing Date will be rejected.</p> | | | |
| <p>5.13 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “PROFORMA-XIII/INTEGRITY PACT” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally/physically) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.</p> | | | |
| <p>5.14 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. In this regard, bidders are required to submit in their official Letter Head along with their technical bid, the duly filled up APPENDIX-1 that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them, as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.</p> | | | |
| <p>5.15 Neither the Bidders nor any of any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. In this regard, bidders are required</p> | | | |

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| <p>to submit. in their official Letter Head along with their technical bid, the duly filled up APPENDIX-2 confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debaring them from carrying on business dealings with OIL, as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.</p> | | | |
| <p>6.0 PRICE EVALUATION CRITERIA:</p> | | | |
| <p>6.1 Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.</p> | | | |
| <p>6.2 It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.</p> | | | |
| <p>6.3 The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.</p> | | | |
| <p>6.4 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.</p> | | | |
| <p>6.5 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.</p> | | | |
| <p>6.6 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made in accordance with GeM GTC.</p> | | | |
| <p>6.7 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.</p> | | | |
| <p>6.8 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.</p> | | | |
| <p>6.9 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.</p> | | | |

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| <p>6.10 Price Evaluation of the qualified bids will be done on the basis of rates quoted by the bidder as per “PRICE BIDDING FORMAT”. However, bidders must comply with the limits indicated against each of the following rates:</p> <p>(a) Mobilization charges should not exceed 6% of the total quoted contract value.</p> <p>(b) De-Mobilization charges should not be less than 1% of the total quoted contract value.</p> <p>(c) Interim De-mobilization charges should not exceed 0.5 % of total quoted contract value.</p> <p>(d) Interim Re-mobilization charges should not exceed 0.5 % of total quoted contract value.</p> <p>(e) Standby day rate of each tools/equipment should not exceed 60% of the quoted operating Unit rate for the respective tools/ equipment in the Price Bid.</p> <p>(f) Non-Operating Day Rate (NODR) should not exceed 45 % of Operating Day Rate (ODR).</p> <p>(g) Force Majeure Day Rate (FMDR) shall be 50% of Standby Day Rate.</p> | | | |
| <p>6.11 In case any bidder quotes their rates higher than the respective specified percentage limits above, inter-se-ranking will be determined on overall lowest cost basis without correcting the rates. However, the award of the contract to the lowest quoted bidder shall be done by limiting the rates as per the percentage mentioned in Clause No. 6.11 above.</p> | | | |
| <p>6.12 Priced Bids shall be evaluated taking into account all total inclusive rates quoted by the bidders in the PRICE BID FORMAT by taking into account the summation of the following:</p> <p>TOTAL ESTIMATED CONTRACT COST (TECC) FOR THE HIRING OF MANAGED PRESSURE DRILLING [MPD] SERVICES ALONG WITH TOOLS, EQUIPMENT, CONSUMABLE AND MANPOWER FOR 2 YEARS CONTRACT DURATION (including GST and all other Taxes & Duties except Basic Customs Duty):</p> | | | |

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| <p style="text-align: center;">TECC = T = A + B + C + D + E+ F+ G+H+ GST (quoted)</p> <p>Where,</p> <p>T = Total contract cost for 02 (Two) years A = Synchronizations of Well Design and Rig Package B = Mobilization and Demobilization Charges for Equipment Including Personnel C = Interim De-Mobilization and Re-Mobilization Charges for Equipment Including Personnel D = Inter Location Movement Charges for Equipment Including Personnel E = Operating Day Rate for Equipment F = Standby Day Rate for Equipment G = Non-Operating Day Rate for Equipment H= Manpower Operating Day Rates</p> <p>NOTE:</p> <ol style="list-style-type: none"> a. The above items are defined in Schedule of Rates/Price bid format. b. The items mentioned in above clause are to be read in conjunction with Schedule of Rates. c. The quantities mentioned against each item in Schedule of Rate / price Bid Format are for evaluation purposes only, payment will be made at actual consumption. | | | |
| <p>7.0 GENERAL:</p> | | | |
| <p>7.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.</p> | | | |
| <p>7.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the</p> | | | |

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| | submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer. | | | |
| 7.3 | If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail. | | | |
| 7.4 | Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected. | | | |
| 7.5 | OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard. | | | |
| 7.6 | The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for. | | | |
| 7.7 | DOCUMENT AUTHENTICITY UNDERTAKING: Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017 revised on 17.03.2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per PROFORMA-VIII . | | | |
| 8.0 | <u>PURCHASE PREFERENCE CLAUSE:</u> | | | |
| 8.1 | <u>PURCHASE PREFERENCE TO MSE BIDDERS:</u> Purchase Preference to Micro and Small Enterprises is applicable for this tender. | | | |
| 8.2 | Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience/ JV bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister Subsidiary/Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs. In those scenarios, MSEs quoting on the | | | |

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| <p>strength of Parent/Subsidiary/Sister-Subsidiary/Co-Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is/are also an MSE(s). In case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e., JVC shall have to be MSE.</p> <p>Documentation required to be submitted by MSEs: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.</p> <p>The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.</p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.</p> | | | |
| <p>8.3 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC): Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly.</p> | | | |

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

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

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

Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per **PROFORMA-XXIV** prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued

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| <p>by OIL only for the eligible items, provide the same are included in the PROFORMA-XXIV submitted by the bidder.</p> <p>Note: The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.</p> <p>Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.</p> <p>Note: The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.</p> | | | |
| <p>13.0 CHECKLIST FOR BEC-BRC: Bidder must submit the duly filled Technical Evaluation checklist, commercial checklist, proformas and other relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit dully filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation. Enclosed as TECHNICAL EVALUATION SHEET (PROFORMA-XXVII) and COMMERCIAL CHECK-LIST (PROFORMA-X).</p> | | | |