CONTRACTS DEPARTMENT
P.O: DULIAJAN, DIST: DIBRUGARH
ASSAM (INDIA), PIN-786602
Tel: +91-374-280 0548
Fax: +91-374-280 3549
Email: contracts@oilindia.in
Website: www.oil-india.com

FORWARDING LETTER

M/s______________________
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Sub: IFB No. CDG0589P26 for 'Hiring of five (05) numbers of Wireline Logging Units with services'.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a "Maharatna" Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement site for **Hiring of five numbers of Wireline Logging Units with services.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	**CDG0589P26**
(ii)	Type of Bidding	:	Online Open Global e-Tender: Single Stage-Two Bid System
(iii)	Tender Fee	:	Not Applicable
(iv)	Original Bid Closing Date & Time	:	**6th January, 2026 [11:00Hrs (IST)]**
(v)	Original Technical Bid Opening Date & Time	:	**6th January, 2026 [14:00Hrs (IST)]**
(vi)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(vii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal

(viii)	Bid Opening Place	:	Office of Chief General Manager-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(ix)	Bid Validity	:	**120 (one hundred twenty) days** from Bid Opening date
(x)	Mobilization Time	:	As defined in the tender
(xi)	Bid Security Amount	:	**INR 8.00 Crores or US$ 1,000,000.00** (Please refer to Clause no. 11.0 of ITB below for details regarding exemption of Bid Security)
(xii)	Bid Security Validity	:	Minimum upto **31st July, 2026**
(xiii)	Original Bid Security to be submitted	:	Office of Chief General Manager-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(xiv)	Amount of Performance Security	:	**3% of Total Contract Value**
(xv)	Validity of Performance Security	:	Up to 3(three) months beyond the contract period.
(xvi)	Location of job	:	Primarily in North-East India with a provision for deploying in other operational areas of OIL outside North-East India.
(xvii)	Duration of the Contract	:	**04 (Four) years.** Please refer to Part-3, Section-III (Special Conditions of Contract) for details.
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	As specified in Part-3, Section-III of the tender.
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Pre-Bid Conference Date & Venue	:	**10th and 11th December' 2025** Venue: Duliajan, Assam-786602 Time: 09:00 Hrs (IST)
(xxii)	Last Date for receipt of Pre-bid Queries	:	**6th December' 2025** (Bidders to take note that all the pre-bid queries must be submitted by them on or before **6th December' 2025**. Queries received after **6th December' 2025**will not be entertained by OIL).
(xxiii)	Whether tendered item is divisible	:	**Please refer to Part-2: BEC of the tender**

3.0 <u>GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT</u>:

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

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

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

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

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

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

3.5 Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807171/7192.

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

3.7 The link for OIL's E-Procurement Portal is available on OIL's web site (www.oil-india.com).

4.0 PRE-BID CONFERENCE:

4.1 A Pre-Bid Conference is scheduled to be held on **10th and 11th December' 2025** to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. The parties who want to participate in the pre-bid conference must confirm their participation and forward the **e-mail IDs and contact details of maximum 2(two) representatives** along with their pre-bid queries to email ID: contracts@oilindia.in , if any latest by **6th December' 2025.** The exact venue for pre-bid conference shall be communicated to the nominated representatives nearer the scheduled date of pre-bid conference.

4.2 It is recommended to the prospective Bidders to attend the pre-bid conference and to make site visits to familiarize themselves with all the salient features of terrain and available infrastructure in OIL's operational areas. This will help the bidder to understand the total requirement for proper bidding.

4.3 Maximum two (2) representatives from each prospective Bidder, who registered themselves against the tender shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders.

4.4 The prospective bidders shall submit their queries/clarifications against the tender through E-mail addressed to CGM-Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **6th December' 2025**. **OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond 6th December' 2025 will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.**

4.5 However, clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who have registered against the tender. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the pre-bid conference and the non-compliant bid(s) shall be rejected outright against this tender.

4.6 The exact time and venue of pre-bid conference will be intimated only to the interested bidders nearer the time.

5.0 IMPORTANT NOTES:

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

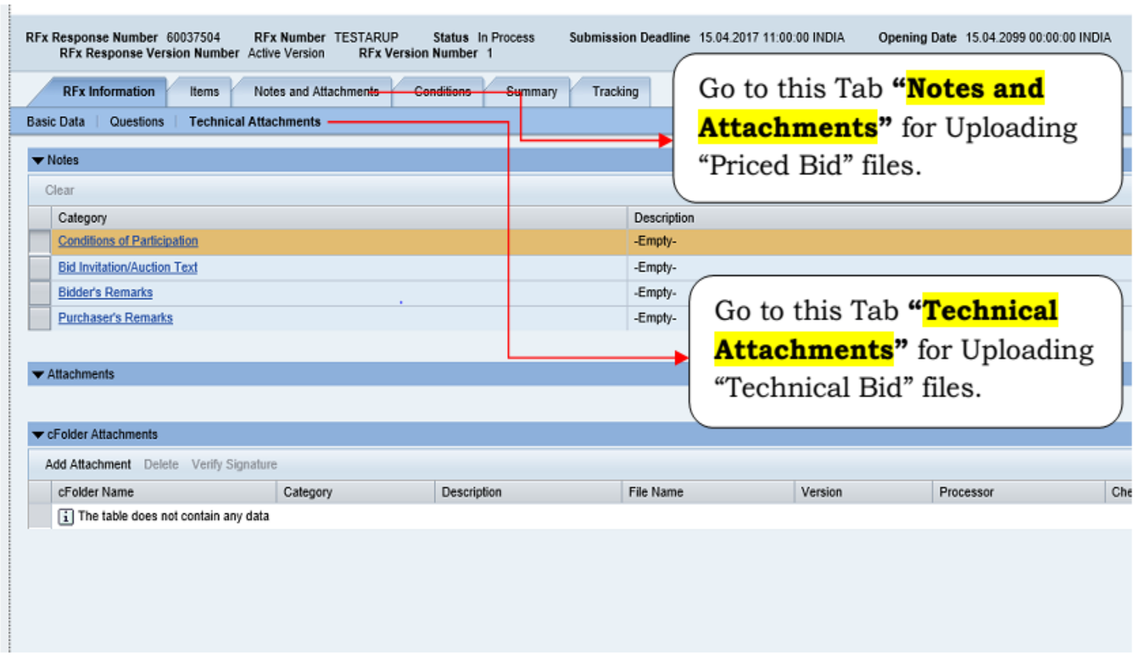
iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT**: The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of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

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 revised w.e.f. 17th March, 2023 available in OIL's website: www.oil-india.com.

v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST)(Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM(IST) at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.

vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **"Technical Attachments" Tab only**. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.**



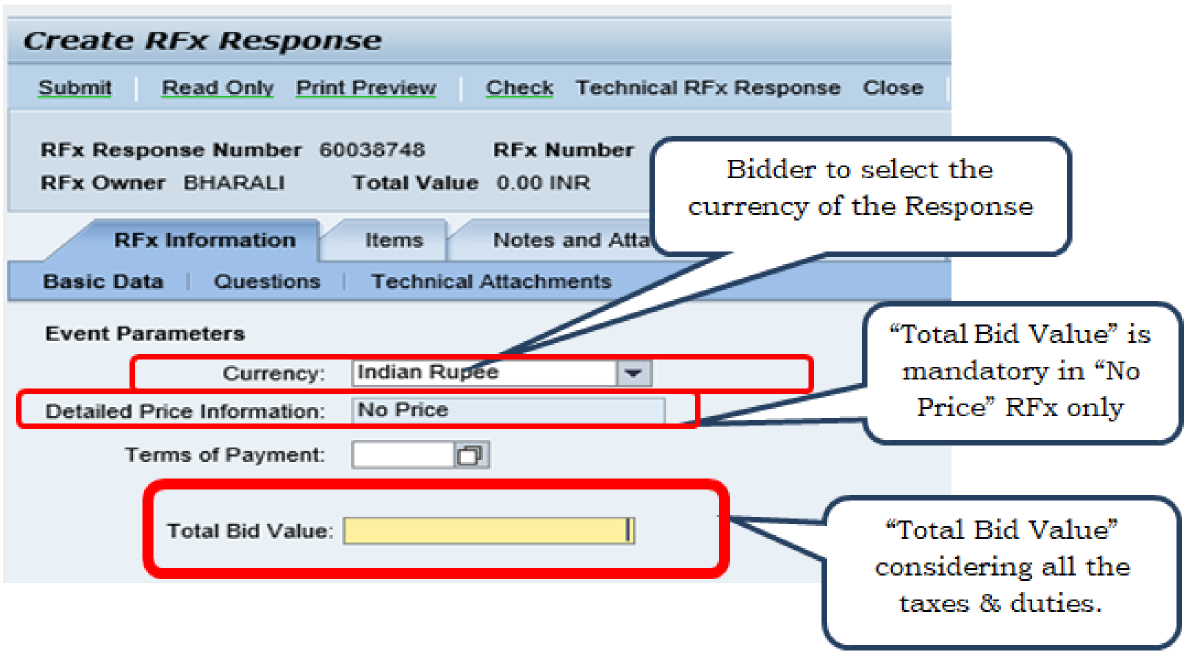
On "**EDIT**" Mode, bidders are advised to upload "**Technical Bid**" and "**Priced Bid**" in the respective places as indicated above:

Notes:

* The "Technical Bid" shall contain all techno-commercial details **except the prices**.

** The "Priced bid" must contain the price schedule and the bidder's commercial terms and conditions, if any.For uploading Priced Bid, click on Add Atachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

viii) Maintenance of Total bid value in the Response:For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is "No price"**, the Price Bid is invited against the tender through attachment form under "Notes & Attachment". In such tenders, Bidders must upload their pricing as per the **"Price Bid Format – Proforma-B"** under **"Notes & Attachment"** and additionally fill up the **on-line field "Total Bid Value"** under **"RFx Information"** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.



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

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

6.0 <u>RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA</u>:

Subject to **Order No. F. 7/10/2021-PPD (1) dated 23.02.2023** (as amended from time to time) issued by Department of Expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:

6.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from bidder) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

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

6.3 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:

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

6.4 The beneficial owner for the purpose of para 6.3 above will be as under:

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

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders’ agreements or voting agreements;

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

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

6.4.4 Where no natural person is identified under 6.4.1 or 6.4.2 or 6.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

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

6.7 **Validity of registration**: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

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

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(Z. Das)
Manager – Contracts
For Chief General Manager – Contracts
FOR RESIDENT CHIEF EXECUTIVE

Date: 12.11.2025

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

1.0 Eligibility of the bidder:

1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 Bid Documents:

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

a) A Tender Forwarding Letter
b) Instructions to Bidders (ITB), (Part-1)
c) Bid Evaluation Criteria(BEC), (Part-2)
d) General Conditions of Contract(GCC), (Part-3, Section-I)
e) Terms of Reference/Technical Specification, (Part-3, Section-II)
f) Special Conditions of Contract, (Part-3, Section-III)
g) Schedule of Rates, (Part-3, Section-IV)
h) Proformas, Annexures, Exhibits & Appendices

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

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

3.0 Transferability of bid documents:

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

3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 Amendment of bid documents:

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 Preparation of Bids:

5.1 Language of Bids:

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 Bidder's/Agent's Name & address:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

5.3 Documents comprising the bid:

Bids are invited under **Single Stage Two Bid System**. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

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

a) Complete technical details of the services offered.

b) Documentary evidence established in accordance with Clause 9.0.

c) Bid Security Form as per Proforma-E.

d) Copy of Bid-Form without indicating prices in Proforma-C.

e) Statement of Non-compliance as per Proforma–D.

f) Proforma-A: List of items to be imported without the CIF values (For Global Tenders).

g) Copy of Priced Bid without indicating prices (Proforma-B).

h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-M attached with the bid document to be digitally signed by the bidder's Authorised representative.

i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: Please note that, no price should be mentioned in the "Technical Attachments" tab, otherwise the bid shall be rejected straightway.

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

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

a) Price-Bid Format as per Proforma-B

b) Proforma-A showing the items to be imported with the CIF values (For Global Tenders).

The Priced Bid shall contain the prices along with the currency quoted.

6.0 Bid Form:

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

7.0 Bid Price:

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

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

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

8.0 Currencies of bid and payment:

FOR FOREIGN BIDDERS:

Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees, except for expenditure incurred in India (including agency commission if any) which should be stated in Indian Rupees. For determining the expenditure incurred in India, the foreign bidder must quote the percentage of the Indian Component/expenditure against each line item of the Price Bid Format. During payment (if successful), the Expenses in India component of the price shall be converted to INR (if their quoted price is other than INR) considering the conversion rate as per Clause no. 21.0 of ITB below. The bidder shall submit an Undertaking as per **Proforma-XY** along with the technical bid.

FOR INDIAN BIDDERS:

Indian Bidders are to quote in INR only. However, if any Indian bidder quotes their price in currency other than INR, contract to the bidder shall be awarded (if successful) in INR only considering the conversion rate as per Clause No. 21.0 of ITB.

9.0 Documents establishing bidder's eligibility and qualifications:

These are listed in BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

10.0 Bid Security:

10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause **10.8.**

10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in Insurance Surety Bond (format enclosed as **Proforma-BS**) DD/FDR (account OIL INDIA LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/online payment through OIL's e-portal/Bank Guarantee (BG) in OIL's prescribed format as enclosed with the NIT vide **Proforma-E** or an irrevocable Letter of Credit (L/C) from any of the following Banks –

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

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

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

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

Note: In case of Insurance Surety Bonds, a letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser to the following address:

CGM-Contracts

Contracts Department, Oil India Limited, Duliajan,

Assam-786602

e-mail ID: contracts@oilindia.in;

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

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

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

10.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 27.0 below is furnished.

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

10.8 The Bid Security may be forfeited:

a. If the bidder withdraws the bid within its original/extended validity.
b. If the bidder modifies/revises their bid suo-moto.
c. If the bidder does not accept the order/contract.
d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

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

10.10 The scanned copy of the original Bid Security submitted in the form of either Bank Guarantee or L/C or Bank Draft or Cashier's cheque or Fixed Deposit Receipt or Insurance Surety Bonds must be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of CGM-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach CGM-Contract's office on or before 12.45 Hrs (IST) on the Bid Closing date.

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

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

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

(i) "MT 760 / MT 760 COV for issuance of bank guarantee.

(ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

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

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

	Bank Details of Beneficiary	
A	Bank Name	ICICI Bank Ltd.
B	Branch Name	Duliajan
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited
H	SWIFT Code	ICICINBBXXX

10.14 Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL’s bank account:

	Bank Details of Beneficiary: OIL INDIA LIMITED	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist.-Dibrugarh
d	Bank Account No.	**10494832599**
e	Type of Account	Current Account
f	IFSC Code	**SBIN0002053**
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

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

10.15 Submission of Bid Security in the form of Electronic Bank Guarantee (e-BG) is also acceptable:

Sl. No.	Bank Name	Sl. No.	Bank Name
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank limited	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Limited	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		
Any other bank as updated by NeSL from time to time.			

Beneficiary details for issue of e-BG are:

Sl. No.	Particulars	Details
1	NAME	OIL INDIA LIMITED
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	contract-global@oilindia.in
5	Mobile No	+91-8638144647
6	Local Address	Duliajan, Dibrugarh, Assam- 786602
7	Registered Address	Duliajan, Dibrugarh, Assam- 786602

11.0 **Exemption from submission of Bid Security**: In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

a) MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) eligible for exemption of Bid Security shall furnish Udyam Registration Number with Udyam Registration Certificate along with technical bid.

Note:

i. Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES and as amended time to time.

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

iii. **Provisions such as seeking support from another company by way of 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/JV Partner (whichever applicable) will be eligible for the benefits (EMD exemption, Purchase Preference) reserved for MSEs provided the supporting company for technical and financial strength is/are also an MSE(s)**

b) **Central as well as State Government Departments and Public Sector Undertakings (PSUs)** are also exempted from submitting bid security.

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

12.0 Period of validity of bids:

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

12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 Signing & submission of bids:

13.1 Signing of bids:

13.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of

Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney shall be submitted by bidder.

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

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

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

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

13.2 <u>Submission of bids</u>:

The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

a) The Original Bid Security
b) Printed catalogue and literature if called for in the bid document.

c) Any other document required to be submitted in original as per bid document requirement.

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

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

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

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

14.0 Indian agent/representative/retainer/associate:

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/ Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/ Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/ Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign bidder against the IFB.

The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

15.0 Deadline for submission of bids:

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

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

15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the “Forwarding Letter” on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

16.0 Late Bids:

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

17.0 Modification and withdrawal of bids:

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

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

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

18.0 Extension of bid submission date:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

19.0 Bid opening and evaluation:

19.1 Company will open the Technical Bids, including submission made pursuant to clause 17.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

19.3 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.

19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

20.0 <u>Opening of priced bids</u>:

20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid

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

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

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

21.0 <u>Conversion to single currency:</u>

While evaluating the bids, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees.

22.0 <u>Evaluation and comparison of bids:</u>

The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), PART-2 of the Bid Documents.

22.1 Discounts / rebates

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

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

22.2 Loading of foreign exchange

There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

22.3 Exchange rate risk

Company will not compensate for any exchange rate fluctuations in respect of the services.

22.4 Repatriation of rupee cost

In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

23.0 Contacting the company:

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

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

24.0 Award of contract:

The Company will award the Contract to the successful Bidder(s) whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

25.0 Company's right to accept or reject any bid:

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

26.0 Notification of award:

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

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

26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 27.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

27.0 Performance security:

Successful bidder has to submit Performance Security amount as mentioned in Introduction, within 30 (thirty) days from the date of issue of Letter of Award (LOA).

27.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-F**) 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. Duly filled 'Undertaking' towards details of BG (Format attached as **Proforma-F1**) must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Insurance Surety Bond (format enclosed as **Proforma-PS**)/ Bank Draft/Cashier's

Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

Note: In case of Insurance Surety Bond, a letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser to the following address:

CGM-Contracts
Contracts Department, Oil India Limited, Duliajan,
Assam-786602
e-mail ID: contracts@oilindia.in;

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

ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

	Bank Details of Beneficiary: OIL INDIA LIMITED	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Bank Account No.	**10494832599**
e	Type of Account	Current Account
f	IFSC Code	**SBIN0002053**
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

iii. Submission of Performance Security in the form of Electronic Bank Guarantee (e-BG) is also acceptable:

Sl. No.	**Bank Name**	**Sl. No.**	**Bank Name**
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank limited	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank

4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Limited	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		
Any other bank as updated by NeSL from time to time.			

Beneficiary details for issue of e-BG are:

Sl. No.	Particulars	Details
1	NAME	OIL INDIA LIMITED
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	contract-global@oilindia.in
5	Mobile No	+91-8638144647
6	Local Address	Duliajan, Dibrugarh, Assam- 786602
7	Registered Address	Duliajan, Dibrugarh, Assam- 786602

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

d. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.

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

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

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

(i) MT 760/MT 760 COV for issuance of bank guarantee.

(ii) MT 760/MT 767 COV for amendment of bank guarantee.

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

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

	Bank Details of Beneficiary	
A	Bank Name	ICICI BANK LTD.
B	Branch Name	Duliajan
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam-786602
D	IFSC Code	**ICIC0000213**
E	Unique Identifier Code (Field 7037)	OIL503988890
F	Company name	Oil India Limited
G	SWIFT Code	ICICINBBXXX

27.4 In case performance security is submitted in the form of Fixed Deposit, the following details must be attached in the form of declaration by the vendor/party for confirmation of Fixed Deposit from the issuing bank.

Full address of the issuing bank
Branch Code
Authorised signatory with full name and designation
Phone (Mobile) Numbers of the branch
Email address of the branch
Such fixed/term deposit must be pledged in favour of OIL and it must in the printed form on the physical original FDR in words "Pledged in favour of Oil India Limited"

27.5 To avoid delay in confirmation of Fixed deposit from the issuing bank and consequent delay in processing of bills and payment, party shall arrange the confirmation mail regarding issue of fixed deposit with the following details directly from bank's official email id to Oil India's following e-mail id (FD_PS@OILINDIA.IN):

FD NO.	Issue Date	Maturity Date	FD Amount	Beneficiary/ Contractor Name	Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No)	FD amount pledged (in ₹) as per bank's books of accounts	Mode of FD Renewal (Auto Renewal/Auto closure)	Remarks (if any) of the issuing Bank
A	B	C	D	E	F	G	H	I

27.6 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

27.7 The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

28.0 <u>Signing of contract:</u>

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

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

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

(Signing of the Contract may be done at the place of award in presence of both parties)

29.0 <u>Credit facility:</u>

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

30.0 <u>Mobilization and advance payment:</u>

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

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

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

31.0 <u>Integrity pact</u>:

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

31.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact.

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

31.4 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

a) Shri Ram Phal Pawar, IPS (Retd.);
E-mail: rpawar61@hotmail.com; ramphal.pawar@ips.gov.in

b) Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India, E-mail: ams057@gmail.com

c) Dr. Ved Prakash, ITS (Retd.), ved60prakash@gmail.com

32.0 Local conditions:

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

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

33.0 Specifications:

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

34.0 Goods & Services Taxes:

34.1 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.

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

34.3 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.

34.4 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.

34.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

34.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

34.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder’s account.

34.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

34.9 OIL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

34.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-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.

34.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.

34.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / blacklisted, then the bid may be rejected by OIL.

35.0 **Sustainable Development and Environment, Social & Governance Policy**:

Consequent to the implementation of Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy of OIL, effective from 28.08.2024, the successful bidder shall be required to submit a duly filled ESG Questionnaire in the prescribed format within 15 (fifteen) days from the date of award of contract or issue of purchase order. Failure to submit the completed ESG Questionnaire within the stipulated timeline may be treated as non-compliance with contractual obligations and dealt with accordingly.

The ESG Questionnaire along with Explanatory Note for guidance, is provided as **Appendix-VII** of the tender document.

END OF PART-1

&&&&&

PART–2
BID EVALUATION CRITERIA (BEC)

1.0 VITAL CRITERIA FOR BID ACCEPTANCE:

1.1 The bid shall conform generally to the full scope of work, specifications and terms & conditions given in this Tender document. Bids shall be rejected in case the Equipment and Services offered do not conform to the required parameters stipulated in the technical specifications/Scope of Work. Notwithstanding the general conformity of the bid to the stipulated specifications/ Scope of Work, 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 Bidders are advised not to take any exception/ deviation to the Bid Documents. Exceptions/Deviations, if any, should be brought out during the **Pre-Bid Conference** as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard. **Still, if any exceptions/deviations are maintained in the bid, such conditional/ nonconforming bids shall not be considered, but shall be liable for rejection.**

2.0 TECHNICAL EVALUATION CRITERIA:

2.1 The requirement against this tender is for **five (05) numbers** of Wireline Logging units which are categorized under two (02) groups as under:

a) **Group-A** consisting of three (03) numbers of Wireline Logging Units i.e., Units-1, 2 and 3 as mentioned in Part-3, Section-II: Scope of Work of the tender.

b) **Group-B** consisting of two (02) numbers of Wireline Logging Units i.e., Units-4 and 5 as mentioned in Part-3, Section-II: Scope of Work of the tender.

2.2 Bidder must quote for the items listed below:

a) Logging Unit-1, 2, 3, 4 and 5 with Standard/Special tools as described in **Part-3, Section-II: Scope of Work (SOW)** of the tender.

b) Data processing services **as described in Part-3, Section-II: Scope of Work (SOW)** of the tender.

<u>Note</u>: **Bidders must quote for all the five logging units** (i.e., for both Group A and Group-B), tools and data processing services. Part offer (i.e. offer for less than five numbers of Logging Units and/or part items) will not be accepted and shall be summarily rejected.

2.3 EXPERIENCE:

2.3.1 The Bidder must have **seven (07) years of experience** for providing satisfactory Wireline Logging Services- both open-hole and cased-hole, perforations and other well completion Services as on the original Bid Closing Date.

Documentary evidence in respect of the above should be submitted with the bid in the form of copies of relevant **Contract/Orders** and any of the following documents:

(a)Satisfactory completion / performance report

(OR)

(b) Proof of release of Performance Security after completion of the contract

(OR)

(c) Proof of settlement / release of final payment against the contract

(OR)

(d) Any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.

2.3.2 Bidder must have the experience of both open-hole and cased-hole logging, perforations and other services as per Scope of Work of this tender in five (05) numbers of wells of depth exceeding **4500 meters** in the last seven (07) years reckoned from the Original Bid closing date.

For documentary evidence, at least 05 numbers of job tickets/orders for Open Hole services and 05 job ticket/order for Cased Hole services should be provided. The job tickets should be of different services.

2.3.3 Bidders must have carried out at least 150 numbers each of open-hole and cased-hole jobs (logging, perforations and other well completion jobs) in the last **seven (07) years** reckoned from the original Bid Closing Date. Bidder shall submit an Undertaking to this effect.

2.3.4 In case requisite experience as mentioned in Clause nos. 2.3.1 and 2.3.2 are against **OIL's Contract**, the bidder need not submit requisite documentary evidences but must categorically specify OIL's Contract Number and date against which they have executed the work.

2.4 Bids of those bidders who themselves do not meet the experience criteria as stipulated in **BEC Clause No. 2.3 above**, can also quote under the categories listed below:

A. ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF 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. 2.3 above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company, which holds **more than fifty percent** of the paid-up equity share capital of the bidder] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary [supporting company, in which the bidder holds **more than fifty percent** of the paid-up equity share capital]. However, the parent/subsidiary company (as the case may be) of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.

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

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

Offers of those bidders (other than JV) who themselves do not meet the technical experience criteria stipulated in 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 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-Q**, between them & their ultimate parent/holding company, along with the technical bid.

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

(i) A certificate from the statutory Auditor of the bidding company 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.

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

(ii) The supporting company shall not be allowed to submit their separate/independent bid against the tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected.

D. BID FROM INDIAN JOINT VENTURE (INCORPORATED):

(a) In case the bidder is Joint Venture, they must be registered in India and incorporated under the Companies Act 1956/Companies Act 2013/ Limited Liability Partnership Act 2008 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 **Clause No. 2.3** above.

or

(ii) Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per **Clause No. 2.3 above.**

Note:

A. In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV 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.

B. Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/subsidiary/co-subsidiary/ sister subsidiary /parent/ holding/affiliating/ associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.

C. The documents establishing experience of the JV or its member (as the case may be) shall be submitted as per **BEC Clause No. 2.3 above**.

D. 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 after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

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

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

E. In case of Clause nos. **2.4 A, B or D above**, bidders should comply the following in addition to the conditions mentioned above:

a. Undertaking should be submitted by the supporting Company/JV Partner [on whose strength/support the bidder is bidding] (as per Clause no. 2.4 A. or 2.4 B. or 2.4 D. above) to provide additional Performance Security (as per **Proforma-XIX**) equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company in case the bidding company is the successful bidder. In cases where supporting company do 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 the bidding company shall furnish an undertaking that their supporting company/JV partner is not having any Permanent Establishment in India in terms of Income Tax Act of India.

b. Undertaking from the supporting company/JV partner to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company/JV partner shall be invoked by OIL due to non-performance of the contractor.

c. **Bidders quoting under the categories as mentioned under Clause nos. 2.4(A) or 2.4 (B) or 2.4 (D) above 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.**

2.5 OTHER REQUIREMENTS: Bidder must comply the following**:**

2.5.1 Bids must not contain qualifying conditions (For example, in respect of a particular equipment statements like “under field test and shall be supplied by the time the Contract is signed", "Specifications will be upgraded in the event the Contract is awarded" etc.).

2.5.2 The Logging Unit(s) offered must be **truck-mounted integrated logging unit(s),** capable of running all the Services of each category as given in Part-3, Section-II: Scope of Work of the tender.

2.6 <u>Notes</u>:

a. Bid without the listed documents or information sought against the above clauses shall be liable for rejection.

b. Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.

c. All Certificates and documentary evidence required to be submitted in support of Clause no. 2.0 above and 3.0 below should be clearly legible and in the English language. If any certificate is submitted in a language other than English language, the same should be translated to English, duly authenticated by local chamber of Commerce of bidder's/ Supporting company/partner's country, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

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 **INR 62,56,81,000.00** or **US$ 7,333,000.00**.

[**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 The **Net worth** of the bidder must be Positive for the financial/accounting year preceding the Original Bid Closing date.

[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, then 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) 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, then 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) Corporate Guarantee **(PROFORMA-JVCG)** on the letter head of the member having more than 50% stake in the JV signed by an authorized official undertaking that they would financially support their JV for executing the project / job in case the same is awarded to them.

(**iii**) 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.

(iv) A certificate from the Statutory Auditor of the JV on the shareholding pattern of JV. The certificate should be duly concurred/ endorsed by the Company Secretary or one of the Directors of the company concerned or Managing/Authorized partner of the LLP.

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 3.1 and 3.2 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) Financial Statements (Balance Sheet & Profit & Loss account along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting JV partner as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/JV partner as the case may be, duly certified by the practicing-chartered accountant or equivalent.

OR

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

Notes:

A. 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. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than Indian Rupees (INR) or US Dollars (US$), the bidder shall have to convert the figures in equivalent INR or US$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US$. 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.

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-K**.

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 **c.** above.

e. 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 COMMERCIAL EVALUATION CRITERIA:

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

4.2 Bidder shall offer firm prices. The price quoted by the successful bidder must remain firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document (if any).

4.3 Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount and validity of bid security should be as specified in the Forwarding Letter of this tender. Any bid not accompanied by a proper bid security will be rejected.

4.4 Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

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

4.6 Bids shall be typed or written in indelible ink. The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India[except copies of the documents required in physical form] should invariably be submitted in OIL's e-tender portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.

4.7 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.

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

4.9 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise, the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.

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

(i) Firm price

(ii) Bid Security

(iii) Period of validity of Bid

(iv) Price Schedule

(v) Performance Bank Guarantee / Security deposit

(vi) Delivery / Completion/ Mobilization Schedule

(vii) Scope of work

(viii) Guarantee of material / work

(ix) Liquidated Damages clause

(x) Tax liabilities

(xi) Arbitration / Resolution of Dispute Clause

(xii) Force Majeure

(xiii) Applicable Laws

(xiv) Specifications

(xv) Integrity Pact

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

4.12 Bid received with validity of offer less than **120 (one hundred twenty) days** from Bid Opening Date will be rejected.

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

4.14 **Land Border Sharing**: Bidders should submit an Undertaking that, their bid is compliant to Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.

4.15 **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 available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-J**.

4.16 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per **Appendix-1** along with the bid. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.

4.17 The bidder shall submit an undertaking/declaration as per **Appendix-2**. confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

5.0 PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria mentioned above will be considered for further evaluation as per the Price Evaluation Criteria given below:

5.1 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under **Part 3, Section-IV** and the summarized price schedule format vide enclosed **Proforma-B**. Breakup of the rates are to be quoted in **Proformas - B1 & B2**.

5.2 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

5.3 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

5.4 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

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

5.6 In case of identical overall lowest offered rate by more than 1(one) bidder, selection will be made by a draw of lot between the parties offering the same overall lowest price.

5.7 While evaluating the bids, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees.

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

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

5.9 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.

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

5.11 If a bidder quotes Total Charges/Consideration as NIL, the bid shall be treated as unresponsive and will not be considered.

5.12 **<u>CUSTOMS DUTY</u>:** 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 (BCD Nil & concessional IGST) 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. 30/2024-Customs dated 23.07.2024.

Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 30/2024-Customs dated 23.07.2024 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of 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. 30/2024-Customs dated 23.07.2024 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. 30/2024-Customs dated 23.07.2024, 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-A** 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-A submitted by the bidder.

5.13 To ascertain the inter-se ranking within the respective group (Group-A or Group-B), the comparison of the responsive bids will be made, subject to corrections/ adjustments, based on the price evaluation of the bids for hiring of services under the logging units & associated services by taking into account the summation of the cost of items as shown in **Table-A** below:

TABLE A: TOTAL EVALUATED COST FOR LOGGING UNITS & SERVICES

TOTAL COST SUMMARY FOR UNIT-1, 2, 3, 4 and 5					
	Group-A			**Group-B**	
	Unit-1	**Unit-2**	**Unit-3**	**Unit-4**	**Unit-5**
(A) Total Mobilization/Demobilization charge for Logging Unit and Standard tools	--	--	--	--	--
(B) Total Mobilization/Demobilization charge for Special tools	--	--	--	--	--

(C) Total monthly rental charge for Logging Unit and Standard tools	--	--	--	--	--
(D) Total monthly rental charge for Special tools	--	--	--	--	--
(E) Total Operating charge for Standard tools	--	--	--	--	--
(F) Total Operating charge for Special tools	--	--	--	--	--
(G) Total Data Processing Fee	--	--	--	--	--
(H) Total Other Operational Charge	--	--	--	--	--
TOTAL COST UNIT-WISE (TCU) **(A+B+C+D+E+F+G+H)**	**TCU1**	**TCU2**	**TCU3**	**TCU4**	**TCU5**

Total Evaluated Cost (TEC) of Logging Units groupwise for four years of operation, including all taxes & duties including GST:

Group-A TEC = TCU1 + TCU2 + TCU3 + quoted GST

Group-B TEC = TCU4+ TCU5 + quoted GST

5.14 **Optional services** will be evaluated separately from the logging units and shall not be considered for arriving at the price ranking of bids for award of Logging units, Standard tools & Special tools in any manner.

The optional services will be evaluated line item wise, and each service shall be recommended for award to the lowest bidder of that particular line item subject to concurrent application of Purchase Preference Policies mentioned below against each line item.

The line item evaluated price shall be calculated as follows: Line item evaluated price = (Operating cost per job x Estimated job volume) + (Mobilization charge + Demobilization charge) + Rental for estimated required months (mentioned in Price Bid Format) + quoted GST.

6.0 **GENERAL:**

6.1 In case bidder takes exception to any clause of bidding document not covered under BEC, 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.

6.2 To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be liable for rejection. Since pre-bid meeting is provisioned in this tender, Company is not obligated to seek any post-bid clarification. However, clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

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

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

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

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

6.7 Bidders shall submit duly filled checklists on BEC & other relevant technical criteria as prescribed in the tender along with their technical bid. If any bidder fails/declines to submit the same, their bid shall not be considered for further evaluation.

7.0 **PURCHASE PREFERENCE CLAUSE:**

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

7.1.1 Provisions such as seeking support from another company by way of 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/JV Partner (whichever applicable) will be eligible for the benefits (EMD exemption, Purchase Preference) reserved for MSEs provided the supporting company for technical and financial strength is/are also an MSE(s).

7.1.2 **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.

Notes:

a. Purchase preference shall be given in the following order of preference:

i) SC/ST Women-owned MSEs
ii) SC/ST owned MSEs
iii) Women-owned MSEs
iv) Other MSEs

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

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

8.0 AWARD OF CONTRACT:

8.1 **For Logging Units and services**:

8.1.1 Priced Bids for each Group (i.e., Group-A and Group-B) shall be evaluated individually. Concurrent application of Purchase Preference as per Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 shall be applicable against each group separately 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. The quantity under each Group is further not splitable.

8.1.2 A period of **three (03) days** will be provided to all the eligible bidder(s) for confirming their acceptance to match their quoted prices with the lowest price as per Note a. below. In the event of non-acceptance or non-response of the bidder(s) within the allotted 03 days, the offer of those bidders shall not be considered for award. It is to be noted that, merely matching the price with L-1 bidder does not guarantee award of contract, as contract shall be awarded based on the eligibility of the bidder.

8.1.3 After evaluation and concurrent application of purchase preference as mentioned above, if the same bidder is found to be the successful bidder against both the groups, that bidder shall be recommended for award of Group-A only. Group-B will be offered to the next eligible bidder(s) for award in order of their ranking (lowest to highest) and subject to concurrent application of purchase preference.

8.1.4 Further, in case none of the bidders agree to match their prices with the lowest bidder against each group, contract(s) will be recommended for award to the respective L-1 bidder against the respective groups. In this case, the same bidder may be the L-1 bidder against both the groups and will be recommended for award of both the groups (Group-A and Group-B).

Note: The 'Total Price' shall be matched with that of the L-1 bidder by reducing the rates proportionately against all the line items.

8.2 **For Optional Services**: Each individual optional service shall be evaluated individually and contracts shall be recommended for award individually subject to concurrent application of Purchase Preference as per Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 against each optional service separately 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. The scope under each optional service is further not splitable.

Note: The 'Total Price' of the individual optional service shall be matched with that of the L-1 bidder by reducing the rates proportionately against all the line items of the individual optional service. A time period of **three (03) days** will be provided to the eligible bidder(s) for confirming their acceptance to match their quoted prices with the lowest price. In the event of non-acceptance or non-response of the bidder(s) within the allotted 03 days, the offer of those bidders shall not be considered for award. It is to be noted that, merely matching the price with L-1 bidder does not guarantee award of contract, as contract shall be awarded based on the eligibility of the bidder. In case none of the bidder(s) agrees to match the L-1 bidder's price, the L-1 bidder of the individual optional service shall be recommended for award.

9.0 VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES:

9.1 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. Alfred H Knight India Private Limited	a. rkjain@ahkgroup.com; b. Pradeep.mathur@ahkgroup.com; c. info@ahkgroup.com;
ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in
iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com

v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@irclass.org
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
ix.	M/s Gulf Lloyds (India) Limited	a. contact@gulflloyds.com b. inspection@gulflloyds.com
x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

9.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

9.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening**. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder.

9.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:

(a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC compliance.

(b) The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.

(c) Verification/Certification of documents are normally categorized as under:

i **General Requirement:**

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check Bidder's Certificate of Incorporation
- Power of Attorney

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

- Bidders general structure and organization
- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc.

iii Technical Criteria

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC of the Tender.
- Health, Safety and Environmental Management Policy

iv Financial Criteria

- Line of credit, if incorporated in the tender.

Notes:

(i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.

(ii) Undertaking from TPI Agency as per format (**Proforma-Z**) enclosed should be submitted along with the Bid.

(iii) In case of clarifications sought by OIL against BEC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.

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.

END OF PART-2

&&&&&

Part-3
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 Wilful 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 <u>CONTRACT DOCUMENT</u>:

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 <u>WAIVERS AND AMENDMENTS</u>:

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 <u>CONTRACT TIMELINE</u>:

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

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK/CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

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

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

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

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

6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

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

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

7.0 <u>GENERAL OBLIGATION OF COMPANY</u>:

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 <u>DUTIES AND POWER /AUTHORITY</u>:

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 authorisation 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 <u>PERFORMANCE SECURITY</u>:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within **30 (Thirty)** days from the date of issue of LOA for an amount specified in the Forwarding Letter/Introduction and Letter of Award (LOA) as per Proforma enclosed and must be in the form of Insurance Surety Bond or 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 who 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-Schedule 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. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

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

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

11.0 **SIGNING OF CONTRACT:**

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 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 COMPNAY 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/blacklisted after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such 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 The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract including extensions thereof.

b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.

c) The 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 subject to the satisfaction of the Company and irrespective of acceptance of the Work.

d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.

e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

14.2 **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 the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Contractor.

14.3 The Contractor shall require all of its 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 Waiver of subrogation:

All insurance policies of the Contractor and its Sub-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."

14.6 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".

14.7 Additional Assured:

"Oil India Limited" is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance).

14.8 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.

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

14.9 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.

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

14.11 On account payment to OIL in case of claim

In case any loss or damage happen and where Company's interest is involved, The Company reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.

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

~~i)~~ **Employees Compensation (EC) Policy or Employer's Liability Policy insurance** as required by the laws of the country of origin of the employee.

ii) **<u>Commercial General Liability Insurance</u>:** 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) **<u>Comprehensive General Automotive Liability</u>:** 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) **<u>Carrier's Legal Liability Insurance</u>:** Carrier's Legal Liability Insurance in respect of **<u>all CONTRACTOR's items</u>** 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) **<u>Public Liability Act Policy:</u>** Public Liability Act Policy, if applicable, 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. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed below regarding non-inclusion of hazardous substances within the ambit of the contract.

vi) **<u>Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):</u>** 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.

Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

vii) Any other insurance policy set forth in the SCC

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 **<u>LIMITATION OF LIABILITY</u>**:

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 **<u>REMUNERATION AND TERMS OF PAYMENT</u>**:

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

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

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

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

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

27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed `Original' and `copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.

27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.

27.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.

27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

a) Audited account up to completion of the Contract.

b) Tax audit report for the above period as required under the Indian Tax Laws.

c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.

d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.

e) Any other documents as required by applicable Indian Laws.

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

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

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

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

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

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

(i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (http://www.epfindia.gov.in).

(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 CONTRACTOR~~s~~ 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 <u>FORCE MAJEURE:</u>

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-fulfilment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 <u>STATUTORY REQUIREMENTS</u>:

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 <u>GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES</u>:

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORs hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor/his

Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.

37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

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

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

a) Damage to or loss of any reservoir or producing formation; and/ or

b) Damage to or loss of any well; and/ or

c) Any other subsurface damage or loss; and/ or

d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:

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

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

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

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

39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORs and Agents etc.

ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORs, agents etc.

iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORs, vendors, agents etc. of the CONTRACTOR.

iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

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

i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.

ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

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

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

40.0 SEVERABILITY:

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

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

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

42.0 SETTLEMENT OF DISPUTES:

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

42.2 Resolution of Dispute through SAC:

a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.

b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. www.oil-india.com

c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.

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

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

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 through Conciliation/Mediation, the same shall be referred to Arbitration.

2. A party wishing to commence arbitration proceeding shall invoke an Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

3. The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

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

4. The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

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. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

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 from time to time)

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:

   a) 20% of the fees if the claimant has not submitted a statement of claim.
   b) 40% of the fees if the pleadings are complete.
   c) 60% of the fees if the hearing has commenced.
   d) 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 and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

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

expenses shall be equally borne by the parties.

12. The seat and venue of the arbitration proceeding shall be New Delhi.

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

1. If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

2. A party wishing to commence arbitration proceedings 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.

3. Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

42.6 Exclusions

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

a) 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.

b) 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.

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

43.0 <u>COMPLETION OF CONTRACT</u>:

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 <u>TERMINATION</u>:

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 entirely or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.

44.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

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

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

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

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

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

45.0 TO DETERMINE THE CONTRACT:

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

46.0 WITHOUT DETERMINING THE CONTRACT: In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil- india.com. 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.

Format for Undertaking

UNDERTAKING REGARDING NON-INCLUSION OF HAZARDOUS SUBSTANCES

[as per GCC Clause No. 14.12 (v)]

[On Bidder's Letter Head]

To,

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

Dear Sir,

This has reference to your Tender No. .... Dated .... 20___ on the subject ....

We...................................(Name of the Company) confirm that no hazardous substance as stipulated in the Public Liability Insurance Act 1991 and the Rules framed thereunder will be handled during the performance of the aforesaid Tender/Contract.

It is hereby also confirmed that we will hold OIL harmless in case of any claim on us under the 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 thereunder.

Signature

(Name & Designation of Authorized person)

END OF PART-3, SECTION-I: GCC

&&&&&

Part-3

SECTION-II

SCOPE OF WORK (SOW) / TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS

1.0 INFORMATION OF OIL's OILFIELDS IN NORTH-EAST INDIA AND WORKING ENVIRONMENT:

i) Wells: Wells are vertical, deviated (S-bend or J bend, maximum angle of deviation 45°) and Horizontal. Normal hole sizes for open-hole logging are 17 ½ inch, 12 ¼ inch, 8 ½ inch and occasional **6 inch**. Logging shall also be performed in Five stage with Liners sections drilled having casing sizes 20", 13⅜", 9 ⅝", 7", 5 ½" and 5" Liner and occasional **4 ½"**. Generally, depth of the wells range from about 2500 m to 5000 m. However, OIL may drill wells with target depth of around **6500 m**. Horizontal wells shall be completed with 4 ½ inch slotted liners (setting depth approx. 3500m) and length of the horizontal section is about 400 m.

A few multilateral wells with deviation upto 60 degrees are planned to be drilled where OH sections shall be 26", 17½", 12¼", 8½" and in contingent cases **6"** with casing/liner sizes of 20", 13⅜", 9⅝", 7" and in contingent cases **4½"** respectively.

ERD wells having horizontal displacement of upto 3000m (MD 5000m approx.) shall also be drilled having deviations upto 55 degrees in the final sections. OH sections shall be 26", 17½", 13½ X 12¼", 9½", 7⅞" and **6"** with casing/liner sizes 20", 13⅜", 10 ¾", 7⅝" and 4½" respectively.

ii) Temperature & Pressure: The bottom hole temperature of the wells drilled so far varies between 190°F to 250°F. The formation pressure of the deep Eocene wells is likely to be 45 kg/cm^2 above the hydrostatic.

iii) Mud System: Commonly used mud systems are Bentonite Barytes fresh water, XCP-PAC, High salinity mud (KCl-PHPA), Potassium Sulphate, and Amine based mud.

iv) Formation water salinity:
Miocene reservoirs: 1000-3000 ppm
Oligocene reservoirs: 2500-3500 ppm
Eocene reservoirs: 3500-5000 ppm

However, higher salinity up to 10000 ppm in Oligocene and Eocene reservoirs has also been encountered.

vi) Casing Grade: 5 ½ inch N-80 casing (17 & 20 lbs/ft) is commonly used in 95% of the wells as oil-string. However, 7 inch N-80 casing (29-32 lbs/ft) and higher grade casing (P-110) have also been used in a few wells. Normally a 3 to 4 stage casing policy is followed in most of the wells. However, the Company shall perform 5 stage casing policy, with 5" production liner or 4.5" casing, for a few wells.

viii) Type of Workover Fluid and Density: Sodium chloride solution treated fluid and weight with CMC, cutch and dichromate. Normal weight is 63 lbs/cft. However, in some cases higher density salt solution has been used. Potassium Chloride and sodium format solutions have also been used. Calcium Bromide and Zinc Bromide solutions have not been used so far.

ix) Perforations: Normal tubing size is 2 ⅞" (N-80, J-55). Both through tubing (2 ⅛ inch & $1^{11}/_{16}$ inch guns) and casing (3 ⅜ inch, 4 inch & 5 inch guns) perforations are carried out. In both these cases shot density of 4 shots/ft as well as 6 shots/ft perforations are carried out. Occasionally perforation in 9 ⅝ inch casing, especially in shallow formation water disposal wells and wells with prospects behind 9 ⅝ inch casing have to be carried out. In gas-lift wells, slim $1^{11}/_{16}$ inch guns has been used to perforate under live conditions through 2 inch gas-lift mandrels and packer.

2.0 REQUIREMENT OF LOGGING UNITS:

2.1 Total 05 (five) numbers of Logging Units along with logging tools/ equipment /services and data processing services are required. The services required are categorized as follows:

a) **Group-A Logging Unit-1,2 & 3** with services as described in Table-1 of this section and price proforma.

b) **Group-B Logging Unit-4 & 5** with services as described in Table-1 of this section and price proforma.

c) **Data processing** services as described in Table-2 of this section.

All five (05) logging units shall be hired for the entire contract duration.

2.2 **HIRING OF ADDITIONAL LOGGING UNIT (LOGGING UNIT-ADD1):**

a) OIL, at its option and subject to acceptance by the Contractor, may hire one more logging unit (Logging Unit-ADD1) with/without services over and above the awarded quantity at same terms and conditions during the duration of the CONTRACT and at rates not higher that rates at which the contract has been awarded, for deployment in OIL's operational areas anywhere in India, depending on requirement.

In the event of such hiring, the awarding of Logging Unit-ADD1 along with associated services if any shall be at the sole discretion of OIL and may be awarded to any of the eligible Contractors.

b) The hiring period of subsequently hired units/services shall be co-terminus with that of the initially mobilized units/services under this contract.

c) The Logging Unit-ADD1, if hired, may need to be mobilized to Duliajan Base or any stipulated well site camp located at far flung areas/ anywhere within OIL's operational area in India.

d) Contractor shall mobilize the Logging Unit-ADD1 (along with all equipment, services and crew) within the mutually agreed mobilization period.

2.3 **HIRING OF ADDITIONAL TOOLS:**

Additional requirement, if any, of any of the tools mentioned in **Table-1** of this section may need to be mobilized by the Contractor at the same rate, terms & conditions during the Contract period, however hiring of such additional tools shall be subject to acceptance by the Contractor. In such case, Company shall advise the Contractor to mobilize the same within the mutually agreed mobilization period.

2.4 **AREA OF OPERATION:**

a) The area of operation shall be in OIL's operational areas primarily in Duliajan area and farflung areas within North-East (NE) of India, however it is possible that in exigent situations the logging unit(s) may be deployed outside NE India.

b) Definition of NE **far-flung area**: OIL's operational areas within Northeast India situated at a road distance farther than 200 km from Duliajan base shall be considered as far-flung area. Possible farflung operational areas are: *Karbi-Anglong* (Assam), *Lakhimpur* (Assam), *Kobuchapori* (Assam), *Chongkham* (Arunachal Pradesh), *Pasighat* (Arunachal Pradesh), *South Tripura* (Tripura) & *Tulamara* (Tripura). The mobilization requirements are specified in SCC.

c) Definition of **Rest of India (ROI)**: OIL's operational areas situated outside of Northeast India will be referred to as Rest of India (ROI). ROI operations (onshore) of OIL are currently in the following areas, however there could be additional areas in the future: *Mahanadi basin* (Odisha), *KG basin* (Andhra Pradesh) & *Rajasthan*.

d) Deployment of units to NE far-flung areas and ROI areas: At any given time, no more than 02 units (out of 05 units) shall be deployed to NE farflung or ROI areas. These units shall be any one (01) logging unit from units 1,2,3 and any one (01) logging unit from units 4 & 5. Remaining three logging units shall always be stationed and operated from Duliajan base.

e) The units deployed to far-flung/ROI locations may require to be based at camps established at well sites.

3.0 LIST OF REQUIRED WIRELINE SERVICES: The required wireline services are divided into following categories: **Standard services** and **Special services**.

3.1 **Standard services:** These are those services which shall be mobilized by default along with the mobilization of the Logging Unit. They will remain hired for the entire Contract period. These are mainstream logging services which shall remain in regular utilization. Such services are listed in **Table-1** below.

3.2 **Special services:** These are those services which may not be required all the time and shall be mobilized/demobilized as per OIL's requirement. Such services are listed in **Table-1** below.

3.3 **Optional services:** These are those services which are of advanced nature and may not be available with all the Bidders and therefore it is at the option of the Bidder to quote for any or all of these services. These services shall be evaluated separately from the logging units and shall be awarded individually by determining the successful bidder line item wise. Optional services may not be required all the time and shall be mobilized/ demobilized only upon OIL's requirement. Such services are listed in **Table-3** of this section.

3.4 List of services/tools required with corresponding OIL's service code (a reference code defined for each equipment/service) and total quantity of tool required is given in **Table-1** below: (For unit-wise distribution of tools, refer Price proforma)

TABLE–1: LIST OF REQUIRED WIRELINE SERVICES AND TOOLS

(for unit-wise distribution of tools, refer to price proforma)

Sl. No	OIL's Code	Service Description	Group-A	Group-B
A. STANDARD SERVICES				
1.	TR-1	Onshore Truck mounted Logging Unit	3	2
2.	TR-2	Single line packoff	1	1
3.	TR-3	Pressure Control Equipment for Through Tubing Operations **10kpsi**	2	1
4.	TR-4	Logging While Fishing	2	1
5.	TR-5	Data transmission	3	2
6.	CIS	Customer Instrument Service	Required	Required
7.	A-1	Dual Laterolog Resistivity with Micro Resistivity and SP	2	1
8.	S-8	High Resolution Array Induction Resistivity	2	1
9.	A-2	Dual Spaced Compensated Neutron Porosity	2	1
10.	A-3	Formation Density (with Pe & caliper)	2	1
11.	A-4	Natural Gamma ray	2	1
12.	A-5	Spectral Gamma ray	2	1
13.	A-6	Side Wall Core	1	1
14.	A-7	Borehole deviation survey	2	1
15.	S-12	Dipole Shear Sonic Imager	2	1
16.	A-8	Cement Bond Evaluation/ Borehole Compensated Sonic	2	1
17.	A-9	Cement Evaluation and Casing Inspection	2	1
18.	A-10	Pipe Conveyed Wireline Logging	2	1
19.	A-11	Free Point Survey	2	1
20.	A-12	Back off/String Shot	2	1
21.	A-13	Plug/packer Setting for 5" to 9 ⅝" csg	2	1
22.	A-14	Through Tubing perforation	2	1
23.	A-15	Casing gun perforation	2	1
24.	S-15	Tubing Conveyed Perforation	2	1
25.	A-16	Depth Determination	2	1
26.	A-17	Explosive Pipe Cutter	2	1
27.	A-18	Drill Collar severing tool	2	1
28.	A-19	Puncture services (2 ⅞" tbg - 5" drill pipe)	2	1
29.	A-20	Cement Dump Bailer	1	1

Sl. No	OIL's Code	Service Description	Group-A	Group-B
30.	S-6	Production Logging Tool	2	1
31.	S-7	Through-tubing Cement Bond Evaluation	1	1
32.	S-9	Multi-Finger Imaging Tool Through-tubing	2	1
33.	S-10	Multi-Finger Imaging Tool 40-Finger	2	1
34.	S-13	Reservoir Monitoring Tool (3 detector)	2	1
B. SPECIAL SERVICES (to mobilize/demobilize as per requirement):				
35.	S-1	Vertical Seismic Profiling (VSP)	1	1
36.	S-2	Nuclear Magnetic Resonance Logging	1	1
37.	S-3	Micro-electric Imager	1	1
38.	S-4A	Dynamic Formation Tester	1	1
39.	S-4B	Focused sampling module for Dynamic Formation Tester	1	1
40.	S-5	Bridge Plug through-tubing	1	1
41.	S-11	Elemental Capture Spectroscopy	1	1
42.	S-16	3D Induction resistivity	1	1
43.	S-17	Pressure Control Equipment for Through Tubing Operations **15kpsi**	1	1
44.	AD-14	Stim sleeve for AD-15B csg gun (3 ⅜" to 3 ½")	1	1
45.	S-18	High-strength cable	1	1

3.5 **Cross utilization of tools between Group-A and Group-B units:** Standard/special services associated with logging unit(s) of one Group shall be utilized with logging units of other Group as per OIL's requirement in the case the Contractor is same in both groups. If the units are placed in different locations and standard/special tools are required to be used with another unit, the cost of transportation of the tool will be paid on actual basis by the Company.

3.6 **Technical** Specifications and details of the required tools, equipment and services are given in **Annexure-B**. Technical literature/ brochures must be submitted in support of the required features of tools/ equipment.

3.7 All the services listed under sub-heading "**A. Standard Tools/Services**" in **Table-1** above will be mobilized as per distribution pattern shown along with the mobilization of corresponding Logging Unit.

3.8 Gamma Ray log (A-4), CCL log and Downhole Tension log shall be provided as standard deliverables with all logging services (including Optional services) wherever applicable. The cost of GR, CCL and DH Tension log shall not be payable separately.

3.9 Bidder shall mobilize sufficient nos. of common toolstrings like Downhole telemetry, Gamma ray, CCL, Downhole tension device, etc to take up as many simultaneous jobs as there are no of logging units awarded.

For example, group-A bidder with 03 units must to able to take up 02 jobs of resistivity-neutron-porosity-sonic and 01 job of NMR/Formation sampling simultaneously, therefore they must mobilize sufficient nos. of common toolstrings accordingly.

3.10 The following services must be fully combinable with each other so as to enable combo runs in any desired combination: A-1, A-2, A-3, A-4, A-5, A-7, A-8, S-8 & S-12. If it is found that the contractor is not able to take up combo runs due to restrictions in tool combinability of any of the tool(s) then the Contractor shall have to replace such tool(s) immediately so as to meet the above tool combinability requirement. Until suitable replacement is provided meeting the above combinability, all the above tools shall be under zero monthly fixed charges.

3.11 Cement Bond Evaluation service (A-8A) and Cement Evaluation and Casing Inspection service (A-9) must be combinable with each other and must be able to be logged in single run. However, combinability is not required if the output of A-8 can be obtained from A-9.

3.12 Same tool is to be used for services **A-8A** & **A-8B** (CBL and Borehole Compensated Sonic).

3.13 **RF-safe Electronic detonators for explosive operations:**

a) RF-safe Electronic detonators (activated only by special coded signal) shall be used in all the applicable explosive services in the SOW as stipulated in PESO's circular/directive.

b) The quoted Operating Charges shall be inclusive of such electronic detonators. The RF safe electronic detonators used by the Contractor should be safe against RF and all kind of extraneous electricity such as cathodic protection, stray voltage, static electricity, etc.

c) Wherever applicable, RF-safe electronic detonators and the associated Gamma ray shooting tool must be mutually compatible to enable gamma depth correlation and perforation in a single run.

4.0 LIST OF REQUIRED DATA PROCESSING: The list of data processing services with interpretation reports required is given in Table-2 below:

TABLE-2: LIST OF REQUIRED DATA PROCESSING SERVICES

S. N.	OIL's Code	Data acquired by	Post Processed data requirements
1	P-Basic	Basic OH evaluation tools	Basic log Interpretation (probabilistic method viz. ULTRA or ELAN Plus or equivalent) of standard log data (Gamma ray - Resistivity - porosity - density - sonic log and/or other available data) for quantitative analysis of lithology/ mineralogy, effective & total porosity, permeability, fluid saturation (movable/residual) & fluid type from log data acquired by the Contractor or by a third-party including OIL's in-house logging services for OIL’s wells originating from any part of the world.

S. N.	OIL's Code	Data acquired by	Post Processed data requirements
2	PS-1(I)	Dipole shear sonic imager (**S-12**)	***I) Processing of Dipole Shear-S1onic Imager data for evaluation of*** i) Compressional, Shear (both X & Y direction) and Stoneley slowness with integrated travel time, Vp/Vs & gas zone detection. ii) Geo-mechanical properties viz. Young, shear and bulk modulus, Poisson's ratio, etc. iii) Evaluation of formation anisotropy around borehole, anisotropy map iv) Permeability from Stoneley v) Stoneley fracture identification
3	PS-1(II)	Dipole shear sonic imager (**S-12**)	***II) Borehole stability analysis and prediction of safe mud window.***
4	PS-1(III)	Dipole shear sonic imager (**S-12**)	***III) Geo-Mechanical Modeling*** Geo - Mechanical modeling of an area combining shear sonic data with other necessary data viz. shear sonic data acquired using DSI or equivalent, Resistivity /density/neutron, resistivity image log data and any other available relevant data to guide well planning viz. casing depth, well trajectory, borehole stability analysis and prediction of safe mud window etc. Such analysis may be carried out using data from one or more than one well located in the same structure/area.
5	PS-1(IV)	Dipole shear sonic imager (**S-12**)	***IV) Sand Ingression Analysis*** Examination & analysis of **potential sanding issues** using available data such as well logs (Sonic & density etc.) and core data of study area. Identification of potential cause of sanding in the study area. Recommendation of suitable solution to control sand production and suitable completion methodology in sand prone formation. Such analysis may be carried out using data from one or more than one well located in the same structure/area.
6	PS-2	Cement Evaluation And Pipe Inspection (**A-9**)	Processing of data for Cement Evaluation & Pipe Inspection. i) Azimuthal mapping of Casing to cement bond, Micro-annulus. ii) Casing ID/OD for pipe corrosion

S. N.	OIL's Code	Data acquired by	Post Processed data requirements
7	PS-3	Vertical Seismic Profiling (**S-1**)	Processing of Borehole Seismic Services (VSP) data in open hole & cased hole relevant to acquisition mode with report comprising of: i) Composite Display of Down-going waves, corridor stack (repeating 6-7 times) with check-shot corrected Sonic, Density, Gamma and Formation Tops. This display is to be with respect to SRD (seismic reference datum). ii) Display of original Down-going (i.e. after separation) waves and display of Down-going waves after Deconvolution. iii) Details of velocity filter and Deconvolution parameters as part of processing note. iv) VSP Velocity Listing Table: The primary use of VSP is for accurate well – to- seismic ties. Seismic sections are always based on the SRD (seismic reference Datum). Therefore, velocity listing table should have a column mentioning SRD so that the average velocity and interval velocity can be seen w.r.t. SRD. v) Time-Depth Curve: The Depth axis should start from SRD level. At right hand side, there should be a color bar indicating the Formation Tops and Thickness. vi) Time-Depth Table: Interval velocity and Average velocity should be mentioned along with TWT. vii) Checkshot data. viii) Report on acquisition and processing.
	PS-11	Vertical Seismic Profiling (**S-1**) (Look Ahead VSP)	Prediction of seismic event below TD of well with following deliverables: a) Table of depth estimates for the specified formations. b) Display of Corridor Stack spliced into surface seismic. c) Display of velocity down to TD, and pseudo-velocity below TD, and depth error.
8	PS-4	Nuclear Magnetic Resonance (**S-2**)	Processing of data of Nuclear Magnetic Resonance Logging Services for i) Determination of total and effective porosity, capillary and clay-bound water & free fluid volume, pore size distribution, permeability, ii) Hydrocarbon typing and quantification. iii) Continuous saturation profiling. iv) All answer products relevant to acquisition mode, such as saturation profiling, high resolution processing, T1 profiling, fluid characterization & multi-depth magnetic resonance (MR) Output.

S. N.	OIL's Code	Data acquired by	Post Processed data requirements
9	PS-5	Micro-electric imager (**S-3**)	Processing of Borehole Imaging data i) Static and dynamic image, image enhancement for structural, sedimentological study. ii) Interactive and manual dip picking iii) Structural interpretation from dip and image data (Using Interactive Dip Picking) for presence of fault, fracture and other structural features and their nature, borehole breakout pattern and indicated pattern etc. iv) Stratigraphic interpretation: identification of beds, bedding internal structure like cross laminations and depositional environment indicated integrating other basic log data. v) Fracture analysis, aperture evaluation including fracture aperture, fracture density, fracture porosity curves and fracture dips in plots. vi) Texture characterization and heterogeneity analysis.
10	PS-6	Dynamic Formation Tester (**S-4**)	Processing of Pretest data for i) Identification of fluid pressure gradient, fluid contacts, mobility/permeability, flow regime, viscosity/GOR & bubble point and any other answer product relevant to acquisition mode. ii) Live real-time fluid analysis product and any other answer product relevant to acquisition mode.
11	PS-7	Reservoir Monitoring Tool (**S-13**)	Processing of data of through tubing Reservoir Monitoring Services (in-elastic & sigma mode) to evaluate i) Oil, gas and water saturation behind casing, identify fluid contacts, porosity estimation, identification of mineralogy. Dry weights for spectrolith or equivalent processing. ii) Identification of thin pay, bypassed or partially drained area of the reservoir. iii) Water flow velocity re-computation from acquisition data including manual picking of water velocity. iv) All other answer products relevant to this service**.**
12	PS-8	Production Logging Tool (**S-6**)	Production Log Edit for Depth Matching and reporting, multi-phase hold-up diagnosis any kind of interpretation related to acquisition mode.

S. N.	OIL's Code	Data acquired by	Post Processed data requirements
13	PS-9	Multi Finger Imaging Tools (**S-9** and **S-10**)	Processing /QC of data of Multi Finger Imaging tool for corrosion evaluation, scale build up, erosion damage due to well flow, mapping perforations, confirmation of well completion items, milling damage, crushed/damaged tubulars etc. Data output as charts, tabulations, cross sections, 3D image of the ID of the tubulars where different radii are mapped to different colours etc. with reports. Any other measurements that the tool is capable of recording.
14	PS-10	Elemental Capture Spectroscopy (**S-11**)	Spectrolith Lithology spectra from Elemental Capture Spectroscopy from corrected clay model and dry weights. Determination of Silicon, calcium, Iron, Gadolinium, Titanium, mica feldspar composite and other minerals for accurate clay volume estimation and clay typing.

4.1 The **Table-2** above describes the services for which data processing required and processing requirements. Successful bidders have to carry out processing of data acquired using tools/services against units offered by them.

4.2 **Bidders have to quote the processing charge for Service Codes PS-1(II), PS-1(III), PS-1(IV) and P-Basic** as per the Price Bid Format (Proforma-B). Bidders will have to process for service codes PS-1(II), PS-1(III), PS-1(IV) and P-Basic of data of any of OIL's wells anywhere in the world, recorded by OIL or any other service provider.

4.3 Bidders have to submit the processing with interpretation reports for the Service Codes PS-1(I), PS-2, PS-3, PS-4, PS-5, PS-6, PS-7, PS-8, PS-9 and PS-10, **cost of which is to be included in "operating cost per standard job"**.

4.4 For service code **P-basic** (Basic log interpretation), Contractor has to process standard log data (Gamma ray - Resistivity - porosity - density - DTC suite) of any of OIL's wells located anywhere in the world. For this purpose, Contractor has to process data acquired either by the Contractor or by OIL's in-house logging services or by a third party for OIL using any industry standard tool, within 48 hours of receiving the data.

5.0 <u>OPTIONAL SERVCES</u>

5.1 Contractor shall provide the following services listed in Table-3 below, on call-out basis as and when required by Company. Mobilization related terms and conditions are mentioned in SCC section.

Table-3: LIST OF OPTIONAL SERVICES

	OIL's Code	Service Description	No. of tools required
1	AD-1	Through Drillpipe Slim OH Tools	1
2	AD-12	Motorized tractor service (Normal) (through tubing)	1
3	AD-13	Motorized tractor service (Tough) (csg 4 ½" - 9 ⅝")	1

	OIL's Code	Service Description	No. of tools required
4	AD-14A	Stim sleeve for 2 ⅞" csg gun	1
5	AD-16	Rotary Side Wall Coring	1
6	AD-17	Multifrequency Dielectric tool	1
7	AD-18	Array Production Logging Tools	1
8	AD-19	Through Tubing Inflatable Permanent Bridge Plug	1
9	AD-20	Extra Deep Penetration Casing Gun Perforation System	1

5.2 Bidders are expected to quote for Optional services, if Bidder possesses the services or have provided the same services to other E&P companies (companies involved in the exploration and production of crude oil and natural gas) in the last 03 years, even if it is from third party services.

5.3 Optional services shall be availed on call out basis on monthly/daily fixed charge basis depending on requirement. Monthly Fixed Charges will be prorated to the number of days of usage.

5.4 **Area of operation:** Optional services shall be utilized in OIL's operational areas within North-East States of India and in case of exigency may be utilized in OIL's operational areas in rest of India.

Optional services with associated personnel shall be mobilised at Duliajan or directly to ROI if required.

Payment for transporting optional tools to far-flung locations/ROI shall be as follows:

a) **Case of Bidder not having any logging unit awarded in OIL**: If such Bidder has mobilized only the tool (intended for CIS deployment), the cost of transportation of tool from Duliajan to location will be paid on actual basis. Mileage charges shall not be applicable.

b) **Case of Bidder having logging unit awarded in OIL**: Transportation cost in form of Mileage charges shall be payable as per the terms of the contract to which the logging unit belongs. No additional transportation charges shall be payable for the Optional tools from Duliajan to far flung location.

5.5 **Duration of contract for Optional services:** Refer SCC.

5.6 **Mobilization of Optional services:** The Contractor shall mobilize Optional services within **120 days** from issuance of mobilization notice (refer Clause no. 6.3 of SCC for Liquidated Damage for delay in mobilization).

5.7 Quoted operating charges of Optional services should be inclusive of processing charges, if any.

5.8 **Rate reasonability of bids:** OIL reserves the right to ask for reasonability of the price. Bidder has to give **rate reasonability** of the prices quoted for Optional Tools, which will be compared with those of existing/ running Contracts with other E&P

companies in India under which the Bidder has provided the same Tools/ Services within 01 (one) year prior to the date of Tender opening. For this purpose, the bidder may provide copy(ies) of orders executed/ currently in hand. In case the bidder has not supplied the same item/ service to other oil company in India, the bidder may provide the copy (copies) of orders placed on them by any other oil company anywhere in the world during last one year prior to the date of Tender opening.

OIL reserves the right to hire only those Optional services for which rate reasonability is established as per the above methodology.

5.9 **Mode of utilization of Optional Services:**

a) For Bidders who gets awarded logging units under this tender / Bidders who already have logging units with OIL under other running contract: In case the successful Bidder in any Optional service(s) already has logging units awarded and mobilized under previous tender or gets awarded logging units under this tender, then Optional tools will be run with those Bidders own logging units mobilized with OIL.

b) For Bidders who do not have any logging units with OIL: In case the successful bidder does not have any logging unit under any ongoing contract with OIL or does not get awarded units in this tender, Optional tools will be run under CIS clause either with Company Logging units or with other Contractor's logging units. **CIS shall be mandatory** for running Optional services; however, if the Bidder desires, the Bidder may provide the awarded Optional service(s) by bringing in their own logging unit/skid unit **at no additional cost** to the Company.

Mileage as such is not applicable as services will be rendered on CIS basis using Company units or other Contractor's units. However, in case the Contractor brings their own unit to provide the awarded Optional services, then mileage charges shall be payable for movement from Duliajan base to wellsite and back. This mileage charge is not applicable for initial/interim mob/demob. The rate of mileage charge shall be the lower of the *Mileage charges (TR-6)* among the service providers who gets awarded logging units under this tender.

NOTE: Logging units available with OIL are of Baker Hughes and Halliburton make. Bidders have to acquaint themselves with company provided units for CIS compliance prior to bidding against any Optional service(s).

6.0 OTHER REQUIREMENTS FOR WIRELINE LOGGING, PERFORATION, DATA PROCESSING AND INTERPRETATION SERVICES:

6.1 **ESSENTIAL CAPABILITIES REQUIRED FOR LOGGING UNITS:** The logging unit must have the following general facilities/capabilities:

a) Digital data acquisition, recording and processing.

b) Realtime display of logs on monitor screen for depth control/match.

c) Choice of linear and/or logarithmic scales for log display.

d) Logging speed and tension curves must be recorded on all logs.

e) Capability of logging in deviated wells with deviation up to 65 degrees in wireline conveyance as well as pipe conveyed logging. Therefore, the logging unit must have all required accessories like flex-sub/ knuckle joints, hole finders. rollers, etc., for logging in above conditions.

g) Contractor should make their own provisions for supply of compressed air required for pressure control system during "live-well cased hole operations". OIL shall not provide compressed air for such operations.

6.2 **CUSTOMER INSTRUMENT SERVICE (CIS):** Customer Instrument Service (CIS) is for utilizing Contractor's unit to run OIL's/other Contractor's tools or vice versa (i.e., running Contractors tools in OIL's/other Contractor's logging unit) for utilization during operational exigency, far-flung project locations, etc. In such situations, Company may ask Contractor to run OIL's or other Contractor's tools/service using their logging unit or vice-versa, if found technically compatible.

Bidders have to agree for running tools and/or services of OIL and/or other Contractors utilizing Contractor's unit and/or cable or vice versa, under mutual agreement between Contractor and other Contractor/OIL, provided the same is technically compatible.

a) **Contractor providing Logging Unit:** Contractors providing logging unit under CIS shall provide cable, winch system, rig-up equipment, well head system/pressure control equipment and operate the winch to lower the tool through his cable/system. Contractor will perform the rig-up and provide assistance in interfacing of the other Contractor's/OIL's equipment with their logging unit. PCE and line pack-off if required for the operation shall be provided by the party who is providing the logging unit.

b) **Contractor providing Tool(s)/Services:** Contractors providing Tool(s) / service shall arrange all the tools, surface panels, cable head and rehead kit if required for successful logging operation. The Contractor must ensure compatibility with provided Logging units, arrange necessary Hardware, Crossovers, Connectors, Surface Panels and Operating Software for successful logging with such tools.

Both the CIS parties have to cooperate in the event of a fishing operation during CIS operation.

6.3 **LOG DATA SUBMISSION REQUIREMENTS:** Log data recorded have to be submitted as follows:

a) **Wellsite deliverables submission (Log rush print & data)**:
i) Digital data have to be submitted in CD/DVD/USB/email in LIS/DLIS and LAS format at wellsite after completion of recording. Soft copy of the reports, figures etc. should be presented in PDF/Tiff or similar format and should be submitted in CD/DVD/USB/email.

ii) Rush print of each log suite to be submitted in 1:600 & 1:240 scale (one sets in each scale) at wellsite after recording.

b) **Final log print and data submission**: Final print/data to be submitted within **03 (three) days** of recording as follows:

i) Digital data in CD/DVD in LIS/DLIS and LAS format with proper label showing well name, service run etc. Soft copy of the reports, figures etc. should be presented in PDF/Tiff or similar format and should be submitted in

CD/DVD/USB.

ii) Paper prints of each log suite in 1:600 & 1:240 scale (one sets in each scale) showing acquisition/calibration information & header information.

6.4 **DATA PROCESSING & INTERPRETATION REQUIREMENTS:**

a) Bidder should have a data processing centre within India with experienced processing and interpretation geoscientists / engineers for carrying out detailed processing of the data. Details of data processing services required are given above in **Table-2** of this section.

b) The data processing and interpretation Geoscientists/ Engineers will have to carry out detailed processing of the data and submit the provisional result within **48 hours** from the time the survey is completed/ after handing over the recorded data to Contractor at Duliajan. Final result is to be submitted within **72 hrs** (soft copy acceptable). Hardcopies and data (in suitable media) of final processed product to be submitted within **7 days**. Processed/ interpreted data must be submitted by Bidders representative stationed at Duliajan base.

For **delay in submission** of provisional processed data within defined time period, recovery shall be made from the Contractor as per SCC clause 14.8.

c) Transfer of raw/ processed data between Contractor's Duliajan/ field base and processing/ interpretation centre is Contractor's responsibility and Company will not pay any additional charge for it.

d) Details of the data processing facilities at the processing centre and its location must be submitted along with the bid.

e) OIL's Geoscientist may time to time visit Contractor data processing centre for input during data processing and knowledge exchange/work association. Company shall bear the cost of travel, accommodation for its Geoscientist to Contractors processing centre. Contractor has to provide working space and facility to company's Geoscientist at their data processing centre free of cost during the period of visit.

f) The requirement of detailed processing of the services is given in **Table-2**. The processed data should be submitted both in **hard copies (two sets)** and **soft copies**. The scale of the hard copies should be as per industry standard**.** Processed output (digital data) should be of LAS/LIS/DLIS to be submitted in DVD. Soft copy of the reports, figures, processed log etc. should be presented in PDF/Tiff or similar format and should be submitted in DVD.

g) In case of processing where second opinion is required for interpretation, the same must be made available by the Contractor from their other bases in India/abroad. Company will not provide equipment (viz. licensed satellite/Electronic media/Landlines etc.) necessary to transmit data to and from its Computer Center. Data transmission will be the responsibility of the Contractor.

6.5 **OTHER ESSENTIAL EQUIPMENT & CONDITIONS TO BE FULFILLED:**

a) Environmental correction charts for different tools wherever applicable must be provided in softcopy format when requested by OIL.

b) The required calibration equipment and verifiers for calibrating all the tools/ equipment mobilized against the Contract must be made available at Contractor’s base where unit is asked to mobilize throughout the Contract period.

c) All radioactive sources, storage and handling tools/equipment must be in accordance with International safety standards and also the AERB’s guidelines on safety and security of the radioactive sources.

d) Perforation charges, power charges, detonators, detonating cords and explosive materials to be available in the form of sizes and packing in accordance with IATA rules and standard for air freighting.

e) Contractor must keep the necessary fishing tools/kits for carrying out fishing operations of their all down hole tools.

7.0 TENTATIVE VOLUME OF SERVICES:

For the purpose of computation of Operating charges and Data Processing charges, the estimated workload envisaged for the entire Contract period is provided line item-wise in the Price Bid Format.

The estimated workload (Period of hiring, number of jobs etc.) mentioned in the Price Bid Format is indicative and is for the purpose of bid evaluation and estimation of Contract cost only. Payment shall be made for units/tools actually hired/ mobilized subject to the number of units/ equipment/ tools awarded and work actually done.

END OF PART-2, SECTION-II: SOW

&&&&

Part-3
SECTION-III
SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (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.

1.0 DEFINITIONS:

1.1 **Key personnel:** Contractor's Logging engineers and Service Coordinator (deployed in Company's operational areas) will be considered as key personnel.

1.2 **Interim/subsequent mobilization:** Any mobilization of tool(s) or unit which takes places after the initial mobilization, any time during the contract period. It may be the first time mobilization of a Special service/ Optional service with tools which was not mobilized during initial mobilization or it may be the case of remobilization.

2.0 DATE OF COMMENCEMENT OF OPERATION: The date on which mobilization of logging units with tools/ equipment/ services including personnel are completed in all respects (as defined in Clause no. 5.9 of this section) and CONTRACTOR is ready to commence operation as per the contract provision, shall be treated as Date of Commencement of Operation.

3.0 DURATION OF CONTRACT:

3.1 **Wireline Logging Units**: Duration of the contract for the Wireline Logging Units will be **4 (Four) years** from the Date of Commencement of Operation. The duration of the contract shall be considered separately for each group (i.e., Group-A and B).

For additional **Logging Unit-ADD1** if hired, the duration of the contract shall be coterminous with that of the main logging units.

3.2 **Optional Hi-Tech Logging Services**: The contract duration for Optional services shall be for **04 years**. If the optional services are awarded to the bidder(s) who have been awarded logging units, the contract duration for the optional services will commence and end along with the duration of the wireline logging units. However, if a bidder gets awarded only for optional services without any logging units, the contract duration shall commence from the date of issuance of LOA.

3.3 If the contract period expires during an ongoing logging job, the contract will automatically be extended till the completion of that logging job with same rates, terms and conditions.

4.0 EXTENSION OF CONTRACT: There is no provision for further extension of the contract.

5.0 MOBILIZATION:

5.1 The Mobilization period of the Unit(s) and personnel shall commence from the date of issue of mobilization notice issued by Company. Mobilization notice may either be issued with LOA or issued separately.

5.2 For all mobilizations, the succeeding day of issue of mobilization notice shall be counted as day 1 of the stipulated mobilization period. The mobilization periods for units and tools are mentioned in clauses below.

5.3 The Company will not take any responsibility for initial/interim mobilization and demobilization of Logging unit, equipment and personnel including transit insurance of the equipment. All mobilization and demobilization charges for Contractor's personnel from Contractor's Base to Duliajan and back shall be to Contractor's account. These include but are not limited to air fares, travel expenses, accommodation charges, personal insurance etc. Company shall not be responsible for any charges in this regard whatsoever.

5.4 The Contractor's operating personnel shall be required to be mobilised at Duliajan or at Company’s designated operational site around Duliajan area.

5.5 **Mobilization of Logging Units (with Standard and/or Special services):**

(a) All the logging Units with all services and crew will initially be based at Duliajan except for the two farflung/ROI logging units which may be either mobilized to Duliajan or NE farflung/ROI areas directly in the initial mobilization itself.

(b) Contractor must mobilize their personnel, logging unit, equipment, tools, spares and all other necessary materials including explosives and radioactive materials required for carrying out the logging and other related operations within **90 days** from the date of issue of Mobilization Notice by the Company or separate mobilization notice, as the case may be.

Centre for Data processing services for processing of data acquired by Contractor's unit or third-party data as specified in scope of work must also be ready within the above stipulated mobilization period.

5.6 **Mobilization of additional Logging Unit-ADD1 (with Standard services and/or Special services):**

a) The Logging Unit-ADD1 (**additional**), if hired upon acceptance by Contractor, may need to be mobilized to Duliajan Base or any stipulated well site camp located at far flung areas/anywhere within **OIL’s operational area in India**.

b) Contractor must mobilize Unit-ADD1 along with personnel, equipment, tools, spares and all other necessary materials including explosives and radioactive materials required for carrying out the logging and other related operations within **90 days** from the date of issue of mobilization notice.

c) The Logging Unit-ADD1 will be **mobilized for a minimum period of six months.** However, in exceptional case, if the Unit-ADD1 is mobilized during the last 6(six) months period of the contract, then payment shall be made for actual period of utilization which may be less than 6 (six) months.

5.7 **Mobilization of Special services**:

a) The Contractor shall mobilize Special services within **90 days** from issuance of notice in case of first-time mobilization and **60 days** in case of remobilization.

b) Some Special services may be mobilized along with the Logging units during initial mobilization. Such Special services which need to be mobilized along with Logging Units will be specified in the LOA. For those Special Services planned for later mobilization (i.e., after initial completion of mobilization), separate mobilization notice will be given.

c) The related processing/interpretation service for data acquired by those tools must also be made available at the processing centre within that period**.**

d) Mobilization of Special tool(s) shall be for a period of **not less than six months** with a maximum till the contract is valid. In case the contract is terminated before six months from the mobilization date of any of the tools mentioned above, the hiring period will be restricted to the date till the Contract is valid.

e) OIL expects to mobilize/demobilize each special service up to 2 times on an average as per requirement. However, in case of exigency, mobilization/ demobilization can be availed beyond 2 times.

5.8 **Mobilization of explosives, spares & consumables:** The Contractor shall begin the work with sufficient spares, consumables and explosives for a minimum 6 months period in accordance to the workload mentioned in the Contract and shall continuously replenish the same periodically to ensure uninterrupted services throughout the contract period.

5.9 **Requirements for Completion of mobilization (Unit/ Std Tools/ Special Tools/ Optional Tools):** Subsequent to mobilization, the Company shall inspect the Contractor's equipment within **5 (five) days** of receipt of the Contractor's **Notice of Readiness for Inspection,** both for initial and interim mobilization.

Mobilization (initial/interim/remobilization) shall be treated as complete only when:

(a) The logging unit/equipment/tools and all other necessary materials including explosives and radioactive materials required for carrying out the logging mentioned in the LOA/mobilization notice arrive at the place as advised by the Company and the **Contractor is ready to commence work**,

(b) The units/tools/equipment are inspected and verified by the Company representative,

(c) All required personnel arrive at the place as advised by the Company and their requisite experience/qualification verified by the Company,

(d) The related Data Processing Services are ready. Contractor shall make a declaration of preparedness of such centre to take up required job and submit details of the facility/capability of the data processing centre and its location.

Upon the successful inspection of tools and logging unit, a joint inspection report shall be signed by the Company and Contractor representative. The date of certification of by the Company shall be considered for all purposes as the date of completion of mobilization.

NOTE:
In case any Special service(s) are also requested in Mobilization Notice for mobilization along with Logging unit with Standard tools, then mobilization shall be treated as complete only if all the standard and requested special services are mobilized and inspected. However, in case of operational exigency OIL reserves the right to exercise the option of accepting partial mobilization but without waiver of applicable LD/penalty.

5.10 **Mobilization of Logging unit to NE Far-flung areas and ROI areas:**

a) It may be necessary for operational requirement that the Contractor's logging unit be deployed from the place of original mobilization (Duliajan) to wellsite camp/ base camp situated NE far flung locations or ROI. The Company shall give a notice for such mobilization when requirement arises.

b) For such mobilizations to NE far-flung/ROI locations, Mileage Charges shall be payable to the Contractor to account for the cost of transportation. Monthly fixed charges shall continue during the transit period between one Company's base to another.

c) Contractor will be solely responsible for mobilization of Logging Unit/ Equipment/ Personnel include all taxes/ transit insurance etc. as applicable.

5.11 **Transportation of tools/equipment to NE Farflung/ROI:**

Tools/equipment mobilized under the contract may need to be used with other logging units awarded to the same Bidder when required. If the units are located at different bases, the cost of transportation of the tool(s) will be paid on actual basis or mileages charges whichever is lower.

Transportation of tool(s) should be completed within **25 days** from issue of inter-base tool transportation notice.

Monthly fixed charges shall be payable by Company for the transit period for transportation of tool(s) between bases. However monthly fixed charges shall not be payable after expiry of the stipulated mobilization period in case of delay in transportation of tool(s) between bases.

5.12 **Remote area surcharge for ROI areas:**
For operation in Rest of India, an additional charge viz., *'Remote Area surcharge'* shall be payable for the number of days stationed in such areas inclusive of the travel period. Bidder shall quote for Remote surcharge in Price Proforma.

Remote surcharge is to account for the additional lodging, fooding, local travel and other unforeseen incidental when being deployed in farflung areas or areas outside of Northeast India.

Remote surcharge shall be applicable also when only tool(s) and personnel are deployed to ROI area without transporting logging unit.

5.13 **Default in mobilization:** Non mobilization of the Units/services/ standard tools/ special tools/ optional tools including interim mobilization of tools/services within the stipulated time shall attract the Liquidated Damage as per Clause 6 of this section.

6.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILIZATION:

6.1 **Default in timely mobilization of Logging units**:
Time is of the essence in this contract. In the event of the Contractor's default in timely mobilization of Logging Units with Standard tools and Special services (mentioned in Mobilization Notice, if any) with personnel for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of annualized contract value of affected Logging Unit with Standard tools & requested Special Services (including monthly fixed charges, operating charges and mob/demob charges) per week or part thereof delay subject to maximum of 7.5%.

Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period and till the date of completion of mobilization as per requirements defined under Clause 5.9 of this section.

In case of acceptance of partial mobilization (as mentioned in note of SCC clause 5.9), above LD will continue to be applicable until all the requested special service(s) mentioned in the Mobilization Notice are mobilized. If the requested special service(s) are still not mobilized upon reaching maximum ceiling of 7.5%, then immediately after exhaustion of LD (i.e., reaching ceiling of 7.5%), penalty as per SCC clause 6.2 below shall be applicable for those non mobilized special services.

6.2 **Default in timely mobilization of Special services:** In the event of the Contractor's default in timely mobilization of Special Services within the stipulated period (as per requirements mentioned in Clause 5.9 of this section), charges shall be recovered from the Contractor as per Table 4 in clause 14.5(f) of this section. Such recovery shall be applicable immediately from the expiry of the scheduled mobilization time till arrival of the Tools/ Services at site and the same are in readiness to commence work as defined under Clause 5.9 of this section.

6.3 **Default in timely mobilization of Optional services**:

a) In the event of the Contractor's default in timely mobilization of Optional services for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages as follows:

   i) For services having estimated hiring period more than 12 months (i.e., AD-1, AD-12, AD-13, AD-14A and AD-20), LD shall be at the rate of 0.5% of annualized contract value of the delayed service (including monthly fixed charges, operating charges, mobilization and demobilization charges) per week or part thereof delay subject to maximum of 7.5%.

   ii) For the rest of the services, LD shall be at the rate of 0.5% of total contract value of the delayed service (including monthly fixed charges, operating charges, mobilization and demobilization charges) per week or part thereof delay subject to maximum of 7.5%.

b) Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period and till the date of completion of mobilization as defined under Clause 5.9 of this section.

c) In case the residual period of the contract is less than 6 months at the time of issue of mobilization notice, the Contractor will have the option to accept/reject the mobilization notice and **shall not** be liable for any LD in case the Contractor decides against mobilization.

6.4 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.

7.0 VINTAGE OF EQUIPMENT, UNITS & TOOLS:

a) The Units and main equipment (excluding ancillary equipment) deployed against the following services should be of latest version and should not be more than **7 years old** as on the Original Bid closing date:

Standard:

TR-1 Logging truck	A-8 CBL/Borehole sonic
A-1 Laterolog resistivity	A-9 Cement eval and csg inspection
S-8 Array Induction	S-6 PLT
A-2 Neutron Porosity	S-7 Through-tubing CBL
A-3 Formation density	S-9 MIT through tubing
A-5 Spectral GR	S-10 MIT 40F
A-7 Borehole Deviation	S-13 Reservoir monitoring
S-12 Dipole Shear Sonic	

Special:

S-1 VSP	S-4A/B Dynamic formation tester
S-2 NMR	S-11 ECS
S-3 Microelectric Imager	

As a proof of vintage, Bidders at the time of bidding must submit the supply invoice OR Certificate of year of manufacture from the Manufacturer OR any other documentary evidence from the Manufacturer that can substantiate the date of delivery or satisfactory execution of purchase order. Undertaking shall not be accepted in this regard.

b) All the unit must be State of the Art (latest version of Full Maxis 500, LOGIQ, ECLIPS or equivalent) capable of running all the tools and services under the Contract. Down-hole tools must be of current/latest generation.

d) Refurbished tools or equipment shall not be deployed against the Contract.

8.0 PROVISION FOR BACK-UP TOOLS & EQUIPMENT: The Contractor may choose to keep additional logging unit/tools/equipment as back-up in order to provide uninterrupted service. The back-up unit(s)/tool(s) should be of same or higher specifications as the unit/tool which it is meant to replace. In case of failure/loss/damage of the regular tool, the back-up tool can replace the regular tool and will be considered as deployed tool until the regular tool is put back in operation. Monthly fixed charges and Operational charges shall continue when affected are replaced by backup tools, however, OIL shall not pay any other charges for such backup tools.

The backup tool(s) need to be inspected for acceptance by the Company

before commencing utilization in OIL.

9.0 **COMPANY'S SITE REPRESENTATIVE:** *(The following are in addition to the provisions mentioned in GCC).*

9.1 The Company may depute more than one representative to act on its behalf for overall co-ordination and operational management at location. Company's representative shall have the authority to order any changes in the scope of Work to the extent so authorized and notified by the Company in writing. They shall liaise with the Contractor's personnel; monitor the progress so as to ensure the timely completion of the jobs. They shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.

9.2 Company's representatives shall have free access to all the equipment of the Contractor during operations/standby period at wellsite/Contractors base for the purpose of observing the operation / inspecting the equipment in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the Contract.

10.0 **CONTRACTOR'S PERSONNEL:** *(The following are in addition to the provisions mentioned in GCC)*

10.1 The Contractor has to provide logging engineer(s) and crew for each of the units separately. Contractor shall provide at all times, well experienced and qualified personnel for carrying out the services having adequate experience in the services listed in the SOW.

10.2 The logging engineer(s) and crew for each unit are to be based at Duliajan or any designated base camp site where the unit is deployed.

10.3 The Contractor shall maintain sufficient number of crew to carry out operations in an efficient manner and also to take up back to back logging operations.

10.4 The Contractor's representative shall have all power requisite for performance of the Work. They 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.

10.5 Contractor shall deploy a **Service Coordinator** who shall be contractor's principal representative at its operating base in Duliajan. The Service Coordinator shall be based in Duliajan and shall meet Company Personnel regularly to discuss current operations. It shall be the responsibility of Service Coordinator to plan and ensure that logging operations are performed uninterrupted during the contract period, ensure that the Contractor complies with all requirements under the contract, monitor job performance, maintain a smooth communication interface, ensure timely preparation of invoicing complete with signed supporting documentation etc. The Service coordinator shall have **minimum five (05) years** of experience in providing wireline logging services including perforation operations. He/she shall be technically sound and shall monitor operations and service performance.

10.6 The Contractor may keep additional Logging Engineer(s)/crew/supporting staff **at their own cost** to effectively manage and carry out logging operations.

10.7 **Experience of Contractors personnel:**

i) The personnel provided for carrying out wireline logging, perforation and other associated operations under the Contract must be competent and qualified.

ii) Experience of Logging Engineer: Deployed logging engineers must be able to handle independent assignments. At the time of deployment, the Logging Engineers should have at least **three (03) years** of relevant experience of carrying out wireline logging and perforation and related services and must have logged at least 10 wells independently in earlier assignments.

iii) Experience of Data processing personnel: The Data Processing Geoscientists / Engineers must have minimum **4 (four) years experience** in processing and interpretation of wireline log data, as mentioned in **Table-2** (List Of Data Processing Services Required) **of SOW**.

10.8 Bio-data of the Logging Engineer, Data processing personnel and the Crew personnel must be submitted to OIL at the time of deployment as per **Annexure-E.** It also applies to the additional personnel which the Contractor may decide to keep in the operational areas. The personnel should have fulfilled the requisite experience as on or before the original bid closing date.
Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data against which Company's representative will certify completeness of mobilisation of the Contractor for start of operations.

10.9 **Replacement Of Contractor Personnel (Logging engineers and Service coordinator):**

i. Contractors must not change their key personnel deployed during mobilization for the entire period of the Contract except due to sickness/death/resignation or any other justified situation in which case the replaced person should have the requisite experience and qualification, which will be again subject to prior approval, by the Company.

ii. For replacement of key personnel in above cases, the Contractor shall submit the bio-data of the new personnel (as per proforma in **Annexure E**) for approval by Company prior to deployment. The replacement personnel should fulfill the requisite experience and qualification criteria on the date of application for replacement.

iii. Company shall have the right to inquire Contractor to remove from work and/or replace any Contractor personnel who in the opinion of the Company has been negligent in the performance of the duties and responsibilities resulting in loss to company, and/or violates Company's HSE policy, and/or misconducts in a manner considered undesirable and/or performance is found to be poor. In such event, The Contractor shall forthwith remove such persons from work and replace with qualified and experience personnel at sole expense of the Contractor.

10.10 **TRAINING RELATED REQUIREMENTS OF CONTRACTOR PERSONNEL:**

a) The Contractor shall, at its own cost, ensure that all personnel are trained and certified for their respective roles prior to mobilisation, and that such certifications remain valid for the entire contract duration, viz., (but not limited to):

1. General HSE Induction & Site-Specific Orientation (location rules, PTW, ERP, alarms, muster, hazard communication).
2. First Aid (valid certificate from DGMS-recognised centre for mines/oil-mine work).
3. H_2S Awareness & Escape (including use of escape sets and gas monitoring) for drilling/workover/production and any sour-gas exposure tasks.
4. Permit-to-Work (PTW) including isolation/LOTO and hot work; Fire safety & firefighting basics; Emergency Response drills.
5. Working at Height, Confined Space Entry, Lifting & Rigging/Scaffolding, Electrical Safety, PPE selection/use, Manual handling-as applicable to job role.
6. Well Control Certification (IWCF/IADC or equivalent) for drilling supervisors, toolpushers, drillers, well-services engineers and well-intervention roles, in line with OISD-STD-174 and OISD-STD-190.
7. Specialized Competency Modules aligned to role (e.g., wireline, cementing, logging, SIMOPS, geophysical ops) as per relevant OISD standards.
8. Medical Fitness as per statutory norms for mine/oil-field work; records to be available at site.

b) The Contractor shall maintain individual training matrices, copies of valid certificates, attendance, and drill records; produce on demand. OIL reserves the right to audit training records at any time; non-conformities shall be closed within defined timelines.

c) The Contractor has to provide proof of mandatory trainings/certifications of their deployed personnel as per the approved role matrix. Mobilization shall not be deemed as complete if above records are not provided.

d) Contractor shall impose these obligations on their subcontractors also; Contractor remains fully responsible for compliance.

e) OIL shall have the right to stop work and/or remove personnel for non-compliance of above training guidelines.

OIL shall also withhold the payments of the Contractor for the period of non-compliance; repeated breaches may invite penalties and/or contract termination, without prejudice to other remedies. Serious breaches affecting safety may trigger blacklisting as per OIL's policy and applicable law.

11.0 <u>OBLIGATIONS OF CONTRACTOR:</u>

11.1 The Contractor shall not charge Company for Construction of base at Duliajan or any other location.

11.2 The Contractor is required to provide uninterrupted services of all the mobilized services and to provide the **logging services round the clock** as and when required by the Company.

11.3 The Contractor shall arrange for transportation of their equipment/tools/ spares/consumables from Contractor's yard/site to Company's site and back at the end of the work at their own expenses.

11.4 Subject to Clause 13 (LIH) of this Section, the Contractor shall bear all expenses on account of repair/replacement of all their equipment etc. consequent upon any damage/loss/non-performance during the course of operation.

11.5 The Contractor shall be responsible to comply with laws and regulations of Government of India and other statutory bodies in India in respect of use of wireless sets, maps, charts, entry regulations, security restrictions, foreign exchange, work permits, customs & handling of explosives etc.

11.6 **Compliance to Explosive rules:**

a) The Contractor will obtain necessary import license for explosives and have to make their own arrangement for storage of explosives after obtaining all necessary permissions. Import/export and transportation of explosives shall be Contractor's responsibility. The Contractor shall comply with the requirements as per Explosives Act 1884, the Explosives Substance Act 1908 and the Explosives Rule 2008 or later and also the directive given by the Chief Controller of Explosives, Nagpur, India, from time to time.

b) The Contractors have to make their own arrangement for storage of explosives and obtaining all necessary permissions etc. under Explosives Act 1884, the Explosives Substance Act 1908 and the Explosives Rule 2008 or later and also in accordance to directives given by the Chief Controller of Explosives, Nagpur, India, from time to time.

It is acknowledged that establishing a new explosive magazine under prevailing laws and PESO regulations may be time-consuming. In the event the Contractor is unable to arrange a magazine for storage of explosives, OIL shall provide access to the Company's explosive magazine at Duliajan area for storage of the Contractor's explosives. This however shall be on chargeable basis at the rates as decided by the Company which shall be final and binding on the Contractor, and such storage charges shall also be revised from time to time.

For operations in far-flung areas in northeast India, given shorter duration of such projects, OIL shall provide explosive magazine in such areas provided storage facility is available there. Utilization of OIL's magazine by Contractor in such far-flung areas shall not be chargeable.

c) Any damaged or un-used explosives at the end of the contract period shall be re-exported/liquidated at Contractor's own cost.

11.7 **Compliance to AERB regulations:** Contractor will obtain necessary licenses for storage of radioactive sources/materials for providing the services. However, OIL shall provide necessary assistance in the form of recommendatory letters for availing licenses/permissions. CONTRACTOR shall comply with the relevant sections of the Atomic Energy Act, 1962; Radiation Protection Rules, 1971, Atomic Energy Safe Disposal Rules, 1987 and all such statutory regulations as may be imposed by the Atomic Energy Regulatory Board, in respect of all operations pertaining to the handling of radioactive sources and storage and transportation of the same.

11.8 The Contractor shall bear all taxes & duties including road tax and insurance premiums for their vehicles brought to India or purchased in India including registration fees, fitness fees and road / goods taxes, pollution fees etc. including States entry taxes.

11.9 The Contractor shall bear all costs for transportation of their equipment and other materials including payment of Entry taxes during inter-state transfer of their Unit(s), Tools, equipment, spare parts etc.

11.10 The Contractor shall use to the fullest extent all facilities available in India provided they are technically/operationally acceptable.

11.11 The Contractor shall arrange all entry permits, Inner line Permits (ILP) etc. in respect of its staff deployed under the Contract. Company shall, however, issue necessary letters of authorization for obtaining I.L.P., if required, adequately in advance. Normally Contractor will request for issue of such letters at least three working days in advance.

11.12 The Contractor shall arrange for security of their camp sites, fly camps, equipment, establishment, radioactive materials and explosives etc. while in Contractor's custody at their own cost. However, depending upon the criticality of the situation, Company may provide security for movement of Contractors explosives, Radioactive sources, equipment, and personnel on chargeable basis.

11.13 The equipment/tools to be furnished by the Contractor under this Contract is the Contractor's property and shall always remain in the possession of the Contractor with the exclusive right to use of such equipment/tools by the Contractor for providing services under this Contract.

11.14 The Company on request of the Contractor may consider providing housing /parking/office space /workshop for logging equipment /tools to Contractor for operational convenience of the Company, within the operational areas on as is where basis subject to availability. All the above-mentioned facilities if provided by Company, shall be on chargeable basis at the rates as decided by the Company which shall be final and binding on the Contractor.

On the contrary, the Contractor shall make his own arrangements for an operating base and maintain required facilities at a place of his choice but should be convenient and near to the Company's office of deployed unit /units so as to ensure carrying out of Operations in timely and smooth manner in the Area of Operations and to facilitate periodical inspection. Contractor shall also maintain the required spare parts, tools and other consumables in order to keep the Unit, Equipment & Tools in working condition throughout the Contract period. Contractor shall not charge any amount for creating any base (including new base) in India, to provide the services to the Company.

11.15 **HEALTH, SAFETY AND ENVIRONMENT:**

a) 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.

b) 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.

c) Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).

d) A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Actor omissions at work.

e) 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.

f) 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.

g) The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the State Pollution Control Board for storage, handling and disposal of hazardous waste.

h) As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act1952 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.

i) 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.

j) 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.

k) 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.

l) 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. 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.

m) 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.

n) In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.

o) 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.

p) The Contractor should have portable multi-gas detector (LEL/O2/CO/H2S) in their logging units. These gas detectors must be available at wellsite during logging operations.

q) 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.

r) The Contractor shall not engage minor labourer below eighteen (18) years of age under any circumstances.

s) The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.

t) 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.

u) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor’s personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.

v) 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.

w) 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).

x) All load bearing equipment used during rig-up shall have to be duly load tested periodically. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL when requested and a copy of the same to be made available at site.

y) 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.

z) Barricading of area to be done with reflecting tapes as applicable during work.

aa) 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.

bb) The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.

cc) 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.

dd) 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.

ee) 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.

ff) 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.

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

12.0 COMPANY'S OBLIGATIONS:

12.1 The Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and its 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.

12.2 The Company shall organise all possible help from local government/ administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics. Camp security personnel etc. as well as all security for Contractor's personnel & equipment/ materials will be the responsibility of Contractor.

12.3 Company shall provide normal facilities at/around well-site at its cost to Contractor including but not limited to:
a) Water, Electric Power;
b) Crane/ forklift/Bulldozer usage, if required;
c) Radio/telephone communication facilities between well-site and Contractor's base.
However, in case of emergency, Company may provide available medical assistance/ facilities to Contractor personnel at well site.

12.4 Diesel may be provided by Company to the Contractor against specific request from Contractor in case of operational exigencies on chargeable basis subject to availability.

12.5 In case Contractor's equipment and/or personnel are unable to get to well-site due to poor roads, bridges, culverts etc, Company shall help in transportation of Contractor's equipment and / or personnel to and from well site at its cost.

12.6 The Company shall provide Contractor with sufficient right of ingress to, egress from location/site/areas of operations required for the performance by Contractor of all works contemplated by this Contract.

13.0 LOSS OR DAMAGE TO CONTRACTOR'S EQUIPMENT OWING TO ADVERSE HOLE CONDITIONS

13.1 **Equipment stuck in hole and fishing operations:** In the event any of the Contractor's equipment is stuck in the hole, the Contractor **shall not release the cable head weak point** without order by Company representative. If the stuck equipment could not be released as per normal procedure and Company decides to fish for the stuck equipment, then company shall assume entire responsibility for such operation. However, Contractor will, if so desired by Company and without any responsibility or liability on Contractor's part render assistance, if required, for the recovery of such equipment and/or instruments. None of Contractor's employees are authorized to do anything other than assist/advise and consult with Company in connection with such "fishing" operations. However, it shall be the responsibility of the Contractor to provide fishing equipment required for the fishing operation. Contractor shall not be liable or responsible for a damage that Company may incur or sustain through its use or by reason of any advice or assistance rendered to Company by Contractor's agents or employees irrespective of cause.

Whether the logging operation is CIS operation or services being rendered by Contractor's own logging unit, it shall be the responsibility of the party who is providing the cable head to provide fishing equipment required for the fishing operation.

13.2 **Lost In Hole due to Contractor's fault or equipment failure:**

a) During tool stuck situation, if Contractor personnel release weak point of the stuck tool without consent from Company representative or wire line breaks due to reason(s) attributable to the Contractor, no reimbursement for tool lost in hole shall be applicable.

b) Contractor shall **not** be reimbursed for tools lost or damaged in the well due to failure of Contractors winch while in logging operation, if the tools could not retrieved after reasonable attempts. For Optional services, this clause will be applicable only in case the services are provided by Contractor's own logging unit.

13.3 **Loss of Sub-Surface equipment:**

13.3.1 Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Gross Negligence or Willful Misconduct on the part of Contractor, for loss or damage to the Contractor's or sub contractor's sub-surface equipment and the downhole property of Contractors or Sub-contractors in the hole below the rotary table, subject to conditions prescribed herein below. Company shall at its option shall decide for one of the following two options of reimbursing the Contractor for the loss:

Option 1: The Company shall reimburse the Contractor for the value of lost equipment/tools as declared in the import invoices at the time of import (for foreign items)/purchase invoice (for indigenous items) of the same equipment/ tools or CIF value as reflected in Proforma-B hereto whichever is lower for any such loss, less depreciation @1.5% per month or part thereof from the date of import invoice/indigenous invoice up to a maximum depreciation equivalent to 50% of CIF value as per import invoice or as reflected in the Proforma-B, whichever is lower (for imported items)/Ex-works value (for indigenous item) as per purchase invoice.

OR

Option 2: The Company shall replace similar equipment/tools to the satisfaction of the Contractor and any transportation expenses incurred in connection herewith. All such costs shall be payable by Company only after Contractor undertakes in prescribed format that the particular equipment/tools in question is not covered by Contractor's insurance policies.

13.3.2 For any such loss, the contractor must notify the Company in writing within one month from the date of such lost tool and claim thereof must be made within six months of the date of the lost tool. OIL shall certify the Lost in Hole upon receiving the intimation from the Contractor, so that replacement and claiming of Loss can be done within the stipulated time.

13.3.3 All such cost shall be payable by Company, provided the equipment/tool is not covered under Insurance and provided such equipment/tool are either included in the exclusion list of the Insurance policies submitted by the contractor in terms of Clause no. 14.12 of Section-I: GCC of the contract or Contractor furnishes a notarized undertaking in the prescribed format enclosed herewith as Annexure-F to the extent that the particular equipment/tool in question is not covered by Contractor's insurance.

13.3.4 OIL shall only reimburse for equipment lost in hole and not for tools damaged due to well conditions or fishing operations**.** In case of tools which are damaged in well (whether repairable or beyond repair) during fishing or normal logging operations, the Contractor shall arrange for repairs at their own cost.

Note: GST on LIH tools, if applicable, will be re-imbursed by OIL.

13.4 **Mobilization of replacement tools against Lost in Hole (LIH)/Damaged beyond repair tools:**
In the event tool is LIH or tool damaged beyond repair after fishing operation, the Contractor shall mobilize replacement tool within **90 days** from the day the tool is declared lost in hole or determined to be damaged beyond repair. A mobilization notice shall be given for mobilization of such replacement tool.

In case of delay in mobilization of replacement tool(s), such critical services shall be deemed as unavailable to Company and recovery as per Table 4 of SCC clause 14.5(f) shall be applicable immediately upon expiry of mobilization period (it is to be noted that no additional 14 days shall be allowed on top of 90 days).

However for special tools, OIL may defer mobilization of replacement tools if the same are not immediately required by the company.

For replacement due to LIH/damage of tools to sub-surface equipment Company shall pay the customs duty if applicable or issue Recommendatory Letter for availing zero customs duty. No Mobilization cost will be payable to the Contractor towards replacement of LIH/Damaged tools

14.0 PENALTIES APPLICABLE FOR MALFUNCTION, NON-PERFORMANCE AND NON-AVAILABILITY OF SERVICE(S):

14.1 **Temporary suspension due to Contractor's default and non-performance:**

a) Company shall have the right to temporarily put the contract under suspension in case any quantum deficiency or repeated non performance issues are observed during contract execution. The Company shall serve written notice asking for remedy of breach within a specified time frame. If the Contractor fails to provide a solution to satisfaction of Company, the Company shall be entitled to suspend Contractor's work. No monthly fixed charges shall be payable during the suspension period.

b) Resumption order shall be subject to the consideration of corrective action for breach of contract conditions and as per the terms specified in the suspension notice.

c) The contractor shall not be entitled for any compensation for any cost incurred or losses arising in lieu of suspension of contract.

14.2 **Logging Unit unavailability/failure:**

a) In the event logging unit becomes unavailable for use by the Company due to malfunction, etc., TR-1 monthly fixed charges shall be zero. Additionally, monthly fixed charges deductions as per following table shall be applicable with effect from the last date of successful logging operation with that unit till the unit is made available for use:

GROUP-A	
No. of logging units unavailable	**Applicable deduction in Monthly fixed charges**
01 no.	30% deduction of fixed charges for the tools/services associated with Unit-1 irrespective of whichever unit is unavailable.
02 nos.	100% deduction of fixed charges for the tools/services associated with Unit-1 irrespective of whichever unit is unavailable.
03 nos.	No fixed charges payable.
GROUP-B	
No. of logging units unavailable	**Applicable deduction in Monthly fixed charges**
01 no.	30% deduction of fixed charges for the tools/services associated with Unit-4 irrespective of whichever unit is unavailable.
02 nos.	No fixed charges payable.

In case, if the last successful logging operation using that particular logging unit is more than one month ago, then recovery of fixed charges for past period shall be restricted to a maximum one (1) month.

However, in the event of failure/unavailability of wire-line cable of specific size (either mono or hepta), the deduction in above table shall apply for those services which are rendered unusable starting from the date of last successful logging operation with that cable up to a maximum of one month.

14.3 **Unavailability of cable for 6500m well depth:**

The unit must be capable of performing all operations as per SOW upto a depth of 6500m in vertical and deviated wells. However, because of capacity constraints in split drums, the Contractor is allowed to keep less than above cable length in their truck but should be enough to cater to well depth of at least 4500m. However, in this case the Contractor shall at all times keep an additional cable drum exclusively for logging operations in deep wells upto 6500m. The Contractor should be able to switchover to the spare drum (containing longer cable) for logging in deep wells upto 6500m in a short notice when such requirement arises.

The contractor may keep a **common** spare cable drum for the purpose of logging in deeper wells up to 6500m and for the purpose of immediate replacement after fishing operation. (requirement of a spare drum for immediate replacement during fishing contingency is mentioned in SCC clause 14.4 below).

In such an arrangement by Contractor, if the spare cable drum (containing longer cable for wells upto 6500m) is found to be unavailable at any point of time then penalty charge of 2% of monthly contract value shall be recovered every month until spare drum is provided. Additionally, for every month of delay, penalty shall be increased by 2% limited to a maximum of 6% (i.e., if delay is more than one month, penalty applicable shall be increased in steps of 2% every month, eg., for 1st month – 2% penalty, 2nd month - 4% penalty, from 3rd month onwards- 6% penalty). However, for cable lost in fishing operation, the above penalty shall be applicable only after the 1 month period allowed for cable splicing/replacement as mentioned in SOR clause 8.0.

14.4 **Spare OH cable drum for immediate use during fishing contingency:**

During initial mobilization, the Contractor must mobilize one spare OH cable drum meeting tender specifications to be kept as spare at all times for immediate replacement of logging unit's cable in case of cable loss/damage in fishing operations in the following manner:

Group A : 01 no. of spare OH cable drum
Group B : 01 no. of spare OH cable drum

After fishing operation, Contractor shall make their logging unit ready for job immediately using the spare cable drum without delay. The contractor must at the same time arrange for splicing of the fished cable and make ready a standby reel for future requirement within 1 month beyond which penalty shall be applicable as per clause SCC clause 14.3 above.

14.5 **Service unavailability/Logging equipment failure:**

a) Contractor Equipment mobilized along with sufficient spares and consumables is expected to be adequate for the performance of work without delays caused due to tool or equipment failure during the contact period.

b) **Tool failure before starting to record log data**: During logging operation, if any tool fails before even starting to record any log data, then the tool shall be under zero monthly fixed charges with effect from last date of successful logging operation till the time it is repaired or replaced. In case the last successful logging using that particular tool is more than one month ago, then recovery of monthly fixed charges for past period shall be restricted to a maximum one (1) month period prior to the date on which failure of the tool is noticed.

c) **Tool failure after it has recorded a log section**: If any tool fails during a logging operation, and prior to failure the tool had recorded a log section with acceptable LQC, then the failed tool will be under zero monthly fixed charges starting from this day in which it failed at well-site till the time it is repaired or replaced.

In such cases, if the partial recorded log is accepted by the Company and it is decided that no second attempt will be made to record log in the non-recorded interval, then operating charge will be payable for the partially recorded job with the flat charge component pro-rated to the job units actually acquired in respect to the estimated job units mentioned in Price Proforma. If second attempt is made to record the remaining log by rectifying/ replacing the faulty tool(s) and is successful in recording the complete interval, then no operating charge shall be payable for the previous partially recorded log run and the successful logging run shall be payable in full.

d) Monthly fixed charges of above malfunctioned tools shall be payable from the day successful operation is carried out with the repaired tool. In case of absence of wells to take up operations with the repaired tool, validation of tool function check shall be done on the basis of surface check for resumption of monthly fixed charges. However, if the tool malfunctions in subsequent job, then the monthly fixed charges paid in the interim period shall be recovered by OIL.

e) If during logging operation, some tools malfunction while other tools in the toolstring are operating normally and Company decides to continue the logging operation, then operating charges will be payable for the tools / service which have operated successfully. No operating charge shall be payable for malfunctioned tools.

f) *(not applicable for Optional services)* The contractor must ensure that services which are rendered non-operational (eg., due to tool malfunctioning, lack of spares/ consumables etc.) are made available within a period of 14 days from the date it became out of service. If the Contractor fails to make the service(s) available within the above stipulated period, charges shall be recovered from the Contractor (in addition to non-payment of monthly fixed charges of the unavailable services) as per the schedule mentioned in the following table until the tool(s) is made available to the Company.

TABLE 4: SCHEDULE OF DEDUCTIBLES

No. of unavailable tools/services	**Percentage of the monthly contract value of the affected logging unit (inclusive of all services) which will be recovered from the Contractor for per month of unavailability.**
1	2%
2	4%
3	6%
4	8%
5	10%
6	12%
7 and more	14%
Note: However, in case of fished out tools which are repairable, a repair period of 60 days from the day of tool recovery at surface shall be allowed beyond which the above penalty shall be applicable.	

g) The Contractor shall replenish explosives and related hardware on a regular basis every 6 months in accordance to the workload mentioned in the Price proforma so as to ensure uninterrupted services throughout the contract period. Unavailability of services due to non-replenishment of explosives/related hardware on regular intervals shall lead to penalty deductions as per Table 4 of SCC above.

However if higher workloads are expected in any explosive related service during the execution of the contract, OIL shall notify the same 3 months in advance and the Contractor shall plan and replenish their inventory accordingly. In such cases, penalty shall apply (as per Table 4 above) if the notified additional workload could not be met after the 3 month notice period.

h) **<u>Frequent failure of tools:</u>** If services are affected due to frequent failure of the tool(s) for reasons attributable to Contractor, which are declared as rectified by the Contractor but fails subsequently, then the Company shall notify the Contractor to replace such unreliable tool(s). The Contractor must replace the unreliable tool(s) within 35 days of such intimation.
If not replaced within the above-mentioned period, deductions as per Table-4 in Clause 14.5(f) above shall apply.

14.6 **<u>Loss of rig time on account of Contractor:</u>**

a) In case of loss of rig time on Contractor's account for not providing logging services for reasons solely attributable to Contractor (such as malfunction of equipment, delay in reaching wellsite, operational errors, premature breakage of cable or any other reasons attributable to the Contractor), the Contractor will make good the Company against such loss of rig time @ USD 600.00 or INR 55,000.00 per hour for Drilling rig, @ USD 250.00 or INR 23,000.00 per hour for

Workover rig and USD 120.00 or INR 11,000.00 per hour for rigless operation. Such recovery shall however be limited to a maximum of 6 hours.

In case of rig time loss due to delay in taking up job, the scheduled well readiness time mentioned in the rig DPR or Job Indent, whichever is later, shall be taken as reference for calculation of rig time loss.

b) Rig loss time on account of the following shall be attributable to Company's account and shall be excluded from computation of time for aforesaid recovery:

i) Waiting for Company's instructions/ weather conditions/ HSE hazards/ due to day break as per Company's requirement.

ii) Round trip due to deterioration of well condition resulting in held ups or tool stoppage or actual time spent in negotiating tool stoppage and hold up while running in or pulling out due to bad borehole conditions.

iii) Standby time due to radio silence during perforating operations.

14.7 **<u>Removal of tools from base or designated OIL's campsite:</u>**

a) **<u>Removal of Logging tool(s) by Contractor:</u>** The Contractor is not allowed to remove Logging tools from its base unless replacement tool of same or higher version is provided and inspected. In emergent or unavoidable cases, OIL may consider removal of tools without provision of replacement tool. In such cases, for tool(s) removed with OIL's prior consent, monthly fixed charges shall be not payable from the day of removal until the tool is made available for use.

If the Company at any point of time discovers that the Contractor has removed tool(s) without any prior information, no monthly fixed charges will be payable for such tool(s) from date of last logging operation or inspection whichever is later, however such back dated recovery of monthly fixed charges being restricted to maximum of three (03) months.

In all cases, tool removal shall be treated as unavailable service and penalty shall be recovered as follows in addition to non-payment of monthly fixed charges:

(i) In case of tool removal with prior information to OIL, penalty charges shall be recovered from the Contractor for the unavailable service(s) as per schedule mentioned in Table 4 in Clause 14.5(f) of this section if the tool is not made available for use within 14 days from the day of removal.

(ii) For removal without prior information, above penalty charges shall be applicable with immediate effect from the date of such discovery.

14.8 **<u>Removal of Logging unit by Contractor:</u>** Contractor is not allowed to remove Logging unit from its base or campsite (for far away location) unless a replacement Logging unit is provided and inspected.

If Logging Unit is found to be unavailable at base or campsite, then all the tools/equipment along with the Unit will be under **zero** monthly fixed charges from date of last logging operation. However, recovery of monthly fixed charges for past period shall be restricted to maximum of three (03) months.

14.9 **Recovery on account of delay in submission of Processed data:**
For delay in submission of processed data within defined time period, 1% of Operating Charges for each day of delay for each service shall be deducted from invoices, up to a maximum of 50% of operating charge, till the same is provided and accepted by OIL.

15.0 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 Gross 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 logging operation, action will be initiated as per AERB guidelines.

16.0 LOG INTERPRETATION LIABILITY: Since all log 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 Wilful Misconduct or 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 loss or damages on this account except in case of Wilful Misconduct or Gross Negligence.

17.0 LIABILITY FOR THE WELL:
In accepting an order to perform any services and / or to furnish any Equipment, the Contractor does so with the understanding that they do not guarantee results. 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 irrespective of the cause and the Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its co-lessees, 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 judgements 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, except only to the extent of any Gross Negligence on the part of Contractor, its Sub-Contractor, their employees or equipment and tools, including costs incurred by Company in this respect.

18.0 POLLUTION OR CONTAMINATION:

18.1 The Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/ operations unless such pollution or contamination is caused by Contractor's Wilful Misconduct or Gross Negligence.

18.2 Contractor undertakes that substances or rubbish in any form originating from Contractor's equipment shall not be dumped or discharged at, or around the well location. However, in the event of such dumping or discharge by Contractor, Contractor shall immediately assume all responsibility at their cost for the removal of items, substances or rubbish so dumped or discharged and for any resulting pollution or contamination in any form, in the well location and the surrounding area.

19.0 IP OWNERSHIP: While performing the Services 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.

20.0 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 operational requirement/specification with Contractor providing prior information to the Company before such modifications;

(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 /specifications; in case of which the Company shall indemnify and hold the Contractor harmless.

21.0 <u>DATA CONFIDENTIALITY:</u> OIL is the owner of any well data acquired by the Contractor in OIL's wells. Such well data acquired by the Contractor and those provided to the Contractor by OIL for the purpose of data processing, planning of logging operation, etc shall be held by the Contractor and its employees, in the strictest Confidence and shall not be disclosed to any person other than a person employed by Contractor in the performance of the contract. If requirement arises that OIL's well data need to be provided to third party in connection to performance of the contract, prior consent need to be taken from OIL in written form. This obligation shall remain in force even after the termination date and until and whenever such information is disclosed by OIL in relation to this contract.

22.0 <u>CUSTOMS DUTY</u>:

22.1 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 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. 30/2024-Customs dated 23.07.2024.

22.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in **Proforma-A** along with their bid for issuance of requisite undertaking/certificate for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 30/2024-Customs dated 23.07.2024 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in **Proforma-A**, alongwith the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter/requisite undertaking/certificate. Company shall issue the Recommendatory Letter/ requisite undertaking/certificate provided all the documents submitted by the Contractor are found in order as per contract. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provided the same are included in the Proforma-A submitted by the bidder.

22.3 The required certificate/undertaking for availing concessional duty will be issued by OIL only for those items which are either consumed during the execution of work or for those equipment/tools which are undertaken to be re-exported by the bidder. The required certificate/undertaking will not be issued when the bidder imports the equipment/tools on acquisition basis and does not undertake to re-export the same after the completion of the contract.

22.4 The contractor shall be responsible to carry out all the formalities. In case of any mis-declarations or offences committed under the Customs rules and regulations and also allied rules, fine, penalty or any other charges levied by the concerned authorities on OIL shall be borne by the Contractor including the element of interest on OIL's fund blocked under such circumstances. OIL shall be indemnified by the Contractor against all actions by Govt. or any other agency for acts of commission and omission.

22.5 Contractor shall be responsible to import the equipment/tools 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.

22.6 The equipment/tools imported by the Contractor for petroleum operations against the certificate/undertaking provided by OIL shall not be used/deployed by the Contractor for any purpose other than the jobs arising out of the contract awarded by OIL and in the event of equipment/tools being misused or put to use other than specified use, the Contractor shall be liable to pay duty, fine, penalty and other actions taken by the Customs Department and other authorities for violation of the customs rules and regulations and other allied rules.

22.7 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.

22.8 All costs of imports and import clearances under the contract shall be borne by the contractor and Company shall not provide any assistance in this regard.

22.9 However, in the event customs duty becomes leviable during the course of Contract arising out of a change in the policy of the Government, the Company shall reimburse the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actual whichever is less, on submission of documentary evidence. However, the Contractor should notify about the change in policy with documentary evidence and obtain Company's consent prior to shipment of the items. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account.

22.10 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

22.11 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/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.

23.0 **EQUIPMENT AVAILABLE IN INDIA:** In the event of Contractor's unit/tools/equipment are already available in India and operating for other operator, the necessary clearance from the earlier operator, DGH, Customs etc. should be obtained by contractor for transferring units/tools/equipment to the proposed contract before mobilizing the unit/tools/equipment.

24.0 **DE-HIRING OF TOOLS:** During the contract period, if Company feels that any of the Special services/ Optional services are not required any more seeing the applicability of such services, Company may de-hire such services by giving a notice period of **10 days** for Optional services and **30 days** for Special services.

25.0 **DEMOBILIZATION & RE-EXPORT:**

25.1 The Contractor shall arrange for and execute demobilization of the entire Logging Units, Tools/Equipment/Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion / termination of the contract and shall include removal of Logging Units, tools, its accessories/equipment, manpower, temporary facilities, etc., from OIL's area/facilities (if base/magazine is leased from OIL) and re-export of the complete Logging Unit (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Term 're-export' shall also include 'block transfer or re-deployment' as authorized by concerned statutory authorities or regulator, the DGH.

Demobilization shall be completed by Contractor within **60 days** of issue of demobilization notice by Company.

25.2 Immediately after re-exporting the Logging units, tools, accessories, and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-export of all the aforementioned items. 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.

25.3 In the event all or 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.

25.4 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 Security will be forfeited.

25.5 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 of the Rig package, 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.

25.6 All charges connected with demobilization including transportation, insurance, fees, taxes and duties from the site to the place of origin of the equipment/ tools/ services/personnel including charges involved in Customs formalities for re-exporting to outside India will be to Contractor's account.

26.0 **AGGREGATE LIABILITY:** 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 50% of the Annualized Contract Price, 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.

27.0 **FORCE MAJEURE CHARGES:**
For rates applicable during Force Majeure, refer to Clause no. 13.0 of Part-3 Section-IV (Schedule of Rates).

28.0 **GOODS AND SERVICES TAX:**

(i) 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.

(ii) "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.

(iii) Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

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

(v) **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.

(vi) **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.

(vii) **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.

(viii) 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.

(ix) 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.

(x) 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.

(xi) 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.

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) 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.

(xvi) 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.

(xvii) 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.

(xviii) 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.

(xix) GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

(xx) 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.

(xxi) 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.

(xxii) 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.

(xxiii) 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.

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

(xxv) 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.

(xxvi) 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.

(xxvii) 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.

(xxviii) 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.

(xxix) Documentation requirement for GST: The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

a) Name, address and GSTIN of the supplier.
b) Serial number of the invoice.
c) Date of issue.
d) Name, address and GSTIN or UIN, if registered of the recipient.
Note: OIL GSTIN numbers are as follows:
Assam :18AAACO2352C1ZW
Arunachal Pradesh :12AAACO2352C1Z8
e) Name and address of the recipient and the address of the delivery, along with the State and its code,
f) HSN code of goods or Accounting Code of services[SAC];
g) Description of goods or services;
h) Quantity in case of goods and unit or Unique Quantity Code thereof;
i) Total value of supply of goods or services or both;
j) Taxable value of supply of goods or services or both taking into discount or abatement if any;

k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
n) Address of the delivery where the same is different from the place of supply and
o) Signature or digital signature of the supplier or his authorised representative.

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

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

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

(xxx) **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.

(xxxi) 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.

(xxxii) GST shall not be applicable for Liquidated Damages.

29.0 <u>Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:</u>

29.1 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, M/s. A TREDS Ltd. (Invoice Mart), M/s. Mynd Solutions Pvt. Ltd., M/s. C2FO Factoring Solutions Private Limited and M/s. KredX Platform Private Limited. 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.

29.2 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.

29.3 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.

29.4 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).

30.0 NOTICES:

a. Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

Company:

For Contractual Matters	**For technical matters:**
CGM-Contracts	GM-Well Logging
OIL INDIA LIMITED	OIL INDIA LIMITED
PO DULIAJAN - 786602	PO Duliajan – 786602
ASSAM, INDIA	Assam, India
Email: contracts@oilindia.in	Email: logging@oilindia.in
Fax No. +91-374-2803549	Fax No. +91-374-2806480

Contractor:

M/s______________

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

END OF PART-3, SECTION-III: SCC

&&&&&

Part-3
SECTION-IV
SCHEDULE OF RATES (SOR)

Instructions for filling Price Bid Format and payment related conditions: Bidders are requested to go through this section thoroughly and fill the Price Bid Format accordingly. Bidders shall adhere to the limits prescribed in the clauses below while filling up the price proforma.

1.0 LIMITS ON CHARGES FOR LOGGING UNIT, STD SERVICES & SPECIAL SERVICES:

a. Monthly fixed charges should not be more than 5% of the CIF Value.

b. Mobilization charges should not exceed their respective one month's fixed charge.

c. Mobilization charge should not exceed 150% of Demobilization charges.

d. Operating charge of any equipment/service (including processing charges wherever applicable) should be between 100% and 150% of its Monthly Fixed Charge. **This limit however does not apply for the following services**:
   TR-4 – Logging While Fishing
   A-12 – Backoff/Stringshot
   A-13 – Plug/Packer
   A-14 – Through Tubing Perforation
   A-15 – Casing Gun Perforation
   A-17 – Explosive Pipe Cutter
   A-18 – Severing/Colliding Tool
   A-19 – Puncture Services
   A-20 – Cement Dump bailer
   S-5 – Trough-tubing Bridge Plug
   S-15 – Tubing Conveyed Perforation
   AD-14B – Stim sleeve for csg gun (3 ⅜" to 3 ½")

e. Operating charge of **Depth Determination** (A-16) service shall be the lowest among services A-1 through S-13 in the Standard services category.

f. CIS charges should not exceed 300% of **Depth Determination** (A-16) service.

g. Quoted total mobilization charges should not exceed 7.5% of the total Contract Value.

h. The total evaluated Monthly Fixed Charges of the five (05) Units including crew plus Standard and Special Tools should not exceed 50% of the total estimated contract value.

i. Sum of the Monthly Fixed Charges of the five (05) logging Units per month should not exceed 45% of the sum of the Monthly Fixed Charges of the five (05) Units and Standard and Special Tools for the five (05) Units.

j. Mileage charges (TR-6) should not exceed US$ 6.00 or INR 540.00 per km. If this limit is exceeded in the price proforma, the bid will be evaluated by restricting the mileage charge to the above limit.

k. Remote Surcharge (ROI) shall not exceed US$ 1000.00 or INR 90,000.00 per day.

2.0 LIMITS ON CHARGES FOR OPTIONAL SERVICES:

a. Monthly Fixed Charges should not be more than 10% of the CIF Value.

b. Mobilization charge should not exceed 150% of Demobilization charges.

3.0 MOBILIZATION CHARGES (Price Bid Format):

a. Mobilization charge shall include all cost of mobilization of Standard Equipment/ Tools/ Services, Special Equipment/Tools/services (Table-1 in Part 3 Section-II), viz., Units, personnel, equipment, tools, spares, consumables, accessories to Duliajan and shall include transportation, all foreign and local costs including port fees, port rent, any other customs clearance charges, inland transportation to Company's site, transit insurance, taxes and any other charges but excluding customs duty.

b. Mobilization charges will be payable after the **Date of Commencement of Contract** as certified by the Company.

c. Interim Mobilization charge of Special services will be payable only when the equipment arrives at Duliajan or base camp where the Unit is mobilized and is certified by the Company's representative to be in readiness to undertake the operation/ services. Such charges are payable each time contractor mobilizes above category tool(s)/services on Company's request.

d. Mobilization charges for all the Units/Tools/Equipment/Services will be paid as per Price Bid Format.

4.0 DEMOBILIZATION CHARGES (Price Bid Format):

a. Demobilization charges for Standard services and Special services (Table-1 in Part 3 Section-II) will be payable when the assignment of works under this contract is concluded to the satisfaction of Company and completion of re-export/Block transfer of all the re-exportable items/equipment/tools.

b. Demobilization charges shall include all charges towards demobilization of all tools and equipment related to Standard services, Special services (Table-1 in Part 3 Section-II) & personnel from Company's site applicable from the date of issue of demobilization notice by Company to the Contractor till completion of re-export/Block transfer of all the re-exportable items.

c. No Demobilization charges shall be payable for tools lost in hole.

d. No charge whatsoever will be payable from the date of demobilization as mentioned in the notice of demobilization.

5.0 MONTHLY FIXED CHARGE (Price Bid Format):

a. Payment of monthly fixed charges shall commence from the date the logging unit/tools/equipment etc are inspected and certified for readiness of operation by Company representative after their arrival in Duliajan till the date of demobilization/expiry of contract or till the date of de-hiring of any tools/ equipment/services.

b. In the event the unit/tools/ equipment are put into use in its first job after mobilization and it fails to provide the desired satisfactory service as required under the terms of the contract, no charges for the unit/tools/equipment including the personnel shall be paid to the contractor from the date of completion of mobilization till the unit/tools/equipment are rectified and the unit/tools/ equipment give satisfactory performance in the second job. If the second job is also unsuccessful, the next successful job shall be considered for this purpose.

Under such situation, the mobilization charges shall not be paid till the unit/ tool/equipment give satisfactory performance and in case the mobilization charges already paid, the same shall be recovered from the contractor and it will be paid to them only after satisfactory performance.

However, for LD purpose, original date of completion of mobilization shall be considered.

c. Monthly charges for Special tools, which may be mobilized for a specific period as per Company's requirements, would be applicable from the date it arrives at Duliajan and is certified by the Company's representative to be in readiness to undertake the operation/services, upto the date of expiry of mobilization period/expiry of contract.

6.0 OPERATING CHARGES (Price Bid Format):

Operating charges means total charges payable per successful logging job which includes Rate per job unit and Flat charge. The quoted operating charge should be inclusive of processing charges wherever applicable.

Rate per job unit: This is the survey charge/job charge payable per job unit (eg per sample, per meter, per cut etc).

Flat charge: This charge is payable per instance of availing a service and is a fixed amount irrespective of the amount of job units in that particular run.

7.0 MILEAGE CHARGE (TR-6 in Price Bid Format):

Mileage charge is the per trip transportation charge for transportation of Logging Unit/Equipment along with Crew (payable per km) from Contractor's base at Duliajan (or Base camp in far flung area) to wellsite and back.

However, this shall be payable only for the distance beyond 150km (total two way distance). The mileage cost for upto 150km shall be built-in the operating cost itself.

In case of cancelled operations/far-flung deployments, mileage cost shall be payable for the full total distance.

8.0 CABLE SPLICING: The Company shall pay one Cable splicing charge in case of cable loss or damage resulting due to fishing operations. However, cable splicing charge shall be paid only after the logging unit has been made ready for operations and also after Contractor has mobilized the additional cable drum (to be kept as spare drum at base for future fishing contingency) and the same has been inspected by OIL (refer SCC clause 14.4 for conditions related to requirement of spare cable drum for fishing contingency).

9.0 CANCELLED OPERATIONS:

No charges for cancelled operations are payable if a job is cancelled after crew and equipment has been mobilized to wellsite but before any tool is lowered into the well. However, Mileage charges for the full distance travelled shall be payable in case of cancelled operations.

10.0 INCOMPLETE OPERATIONS:

a. If any tool lowered in the well cannot descent to required depth (and no log could be recorded) due to bad well condition or for other reasons except tool or equipment failure, the operation shall constitute **incomplete operation**. For incomplete operations, **Depth Determination charge** shall be payable.

b. In case partial log is recorded from heldup and the logging data is acceptable to Company, then operating charge shall be payable instead of DD charge for the survey. However, if Company decides to lower the same service to acquire the remaining log after well clearance in the same rig-up/next rig up (different run) in the same well then one operating charge shall be payable in addition to DD charge for incomplete run(s).

11.0 DEPTH DETERMINATION RUN (DD): Depth determination job means combination/sub-combination of GR-CCL-Dummy-Junk-basket either carried out prior to some services or run standalone for the purpose of hole probing, trapping debris in basket, bottom tagging, or for any other miscellaneous run made with wireline cable. A single DD charge (A-16) shall be payable per logging run.

a. **Depth Determination run Preceding main Operation (DD-PO):**

i. One Depth Determination run shall be provided at no separate charge to OIL for services where hole probing is required prior to the main operation (such as perforation/explosive cutter/ string shot/ plug setting, etc). For such services, it is routine to carry out Depth Determination run prior to running the main service for the purpose of checking hole clearance or cleaning debris cleaning using junk-basket, etc. The quoted operating charges for such services shall be inclusive of one Depth Determination run.

ii. For any service, if it is the Contractor’s operational requirement that a Depth Determination run be carried out prior to the main service, then such Depth Determination run shall also be provided at no separate charge to OIL.

iii. In case the DD-PO run does not descend to the desired depth thereby leading to the cancellation of the main indented service, then one DD charge will be payable.

iv. In the event that the DD-PO run is carried out successfully and the main tool is lowered into the well but operation could not be completed because of held-up or local issues, then one DD charge shall be payable.

v. In case more than one DD-PO run is carried out under instruction of Company and repeated held-up were observed either in same or next rig up, then DD charge shall be payable for the additional DD-PO runs.

b. **Depth Determination run Not Preceding any Operation (DD-NPO):**
If Depth Determination job is indented by the Company to be run independently and not attached to any other services, then such DD runs shall constitute DD-NPO runs and shall be payable by the Company.

Multiple DD-NPO runs done in separate rig-ups under instruction of company will be treated as separate operations and DD charges shall be payable for each run.

Multiple DD-NPO runs done in one rig-up under instruction of company but run with different dummy size/ weight/ configuration will be treated as separate operations and separate DD charges shall be payable for each run.

12.0 DATA PROCESSING AND INTERPRETATION CHARGE:

a. Data Processing and Interpretation charges will be paid for each processing/interpretation service carried out as per advice of Company and will be payable item wise as per Price Bid Format.

b. In case of processing of data acquired with same tool in the same well and same depth range in one or multiple runs, one processing charge will apply.

13.0 FORCE MAJEURE RATES: Upon occurrence of force majeure situation and if it satisfies the Force Majeure terms mentioned in the GCC, the Force Majeure rate shall be applicable and contractor shall be paid by Company @50% of the normal monthly fixed charges for equipment and personnel quoted by the bidder.

14.0 GENERAL CONDITIONS OF PAYMENT OF OPERATING CHARGES:

a. No separate fixed charges or usage charges shall be applicable for accessories with units/ tools other than those specified in the Price Bid Format.

b. Charges towards rig-up, rig-down, data processing, processed data product and personnel including specialists etc., unless specified in Price Bid Format, shall not be payable separately. These charges may be built into the price components as given in the price formats, as and whenever applicable.

c. 60 meters of overlap is to be provided at no extra cost whenever a section is logged in stages except for image data where overlap section should be 20 meters.

d. For any service, multiple intervals recorded in the same run (i.e., in the same rig up) will be considered as one job only. Charges will be payable per metre on the total metres of interval recorded.

e. For services involving explosives, if the main run of the service fires partially resulting in an unsuccessful operation, then pro-rated operating charges for the charges actually fired shall be payable by the Company, subject to indications and surface checks of the partial fired guns.

f. GR log or CCL log for depth correlation recorded with any service(s) in any combination should not attract any separate operating charge. However, if GR/CCL service is run alone, DD charges (A-16) shall be applicable.

g. No deviation or any surcharge shall be applicable separately either with PCL or wireline.

15.0 CONDITIONS SPECIFIC TO SIDE WALL CORE SERVICE (A-6): SWC operation shall be payable based on core samples actually delivered.

16.0 CONDITIONS SPECIFIC TO DRILL COLLAR SEVERING SERVICE (A-18):
The sizes of drillpipe/collar applicable for A-18 service are specifically mentioned in technical specification/price proforma. However, there may be cases where DCST service may be required to be run in drill pipes/collars other than the price-proforma mentioned sizes. The Contractor shall run their most appropriate DCST size from their mobilized inventory for such drillpipe/collar sizes. For use of DCST in such unmentioned drillpipe/collar sizes, payment shall be made against the DCST size actually run as per the price proforma.

17.0 CONDITIONS SPECIFIC TO DYNAMIC FORMATION TESTER SERVICE (S-4A & S-4B):

a. No pre-test charge shall be applicable in case of seal loss. No charge shall be paid for Repeat pressure taken at the same depth without resetting tool.

b. In case of bad hole condition, if no data is acquired then one DD charge shall be payable.

   In case of bad hole condition, if partial tests/samples are acquired and no subsequent run is attempted, then operating charge as per actual acquisition shall be payable. However, if the tool is lowered again in the same or next rig up to acquire the remaining numbers of pressure Tests/ Fluid Analysis/ Samples then one DD charge and one operating charge shall be payable if the total acquisitions made in two runs do not exceed the capacity of one run. (For 1-run capacity, the 'Estimated Job units per job' column of price proforma shall be considered). If capacity of one run is exceeded, then two separate operating charges shall be payable.

c. If the tool fails before obtaining all the pressure tests/ fluid analysis/ sample and the tests/samples are accepted by the Company, operating charges shall be payable to Contractor for the valid or successful tests with a deduction of 20% of the payable operation charges.

d. One station is defined as a down hole depth point at which Company desires formation fluids to be sampled, and may include up to two (02) repeat attempts within plus or minus two (02) feet of the original tight/incomplete depth, as instructed by Company. Formation sampling charges shall only apply if adequate sealing is demonstrated.

e. For formation fluid sampling each sample attempt shall include a pressure measurement free of charge.

f. Sample charges are inclusive of all cost to deliver a sample and no additional charges are payable for equipment used by Contractor to above service including multisampling carrier, pumps, connecting devices, or any other ancillary items used by Contractor.

g. Upto three (03) repeat pressure tests shall be made, per run or Logging operation at no cost to check for correct tool function; if instructed by company.

h. Sample bottles shall be returned by the Company within 3 months of sampling and charges shall not apply to bottles retained by Company for the above period. For delay on the Company's part in returning sample bottles, rental charge of USD 100.00 or INR 9,000.00 per bottle per month shall be payable to the Contractor for each day of delay upto a maximum period of 6 months.

18.0 CONDITIONS SPECIFIC TO RESERVOIR MONITORING TOOL (S-13):

The Bidder must guarantee good data by recording multiple passes if required to account for the statistical variation of the measurements. Such multiple passes recorded in the same interval in the same tool mode will be considered as single pass for the purpose of payment and only one operating charge shall be payable for that interval for the tool mode in question (since the number of passes required depends on the mode and tool technology and may vary from bidder to bidder).

However separate operating charges shall be payable for each requisitioned tool mode utilized for recording. For example, if CO and Gas saturation modes are used in a run, then two operating charges shall be payable one for CO and one for Gas saturation. Therefore, in the Price Bid Format Bidder should quote considering logging operation for single mode only.

19.0 CONDITIONS SPECIFIC TO THROUGHBIT SLIM OH TOOLS SERVICE (AD-1):

Wireline mode: For runs using wireline conveyance, operating charges shall be payable as per the services recorded. No additional surcharge shall be payable.

Memory on PCL mode: For runs carried out in memory mode on PCL, *memory mode surcharge* shall be payable on per run basis in addition to the operating charges of the services recorded.

20.0 CONDITIONS SPECIFIC TO TRACTOR SERVICES (AD-12 & AD-13):

a. The survey charge shall be payable only against interval for which the tractor is motored. For the section of the well descended under gravity without tractor motoring, the per metre survey charge shall not be payable.

b. If the tool string gets held up during gravity descent and no tractoring has been done before held up, then only DD charges shall be payable. No operating charges shall be payable in this case.

c. If tractor fails to reach the intended depth because of hardware failure or other reason(s) attributable to Contractor and therefore the operation is cancelled, no operating charges shall be payable even if the Contractor has tractored a partial section of the well before the point of failure. However, if OIL takes benefit of the partially tractored section (i.e., for example if OIL logs up from failure depth or decides set bridge plug above the target depth), then operating charges shall be paid by OIL with 20% deduction on the total payable operating charge as a penalty.

21.0 CUSTOMER INSTRUMENT SERVICE (CIS) PAYMENT TERMS: The CIS payment terms will be governed as follows:

a. For contractor providing Unit/Winch/Cable system:
For one rig up, one CIS charge will be directly payable which shall also include one run carried out using other Contractor's tools. For any additional runs carried out in the well in the same rig up, additional 10% of CIS charge shall be payable for each run in the well irrespective of the performance of the third-party logging tools.

b. For Contractor providing Tools/services:
For Contractor providing tools/services, one CIS charge shall be payable for one rig up irrespective of the number of CIS runs. CIS charges shall be payable in addition to operating charges for the respective services.

22.0 SCHEDULE OF PAYMENT:

a. Contractor shall raise invoice for the mobilization charges when the entire equipment and personnel are ready at sites for starting the job as certified by Company authorized representative after verification/inspection.

b. For operating, monthly fixed, data processing charges, mileage charges etc. Contractor shall raise the invoice after completing service each calendar month.

c. Contractor shall raise on Company two invoices every month – one invoice for minimum charges equivalent to monthly fixed charges for equipment/ tools plus monthly personnel charges under the Contract and 2nd invoice for all the balance amount payable under the Contract for the month. All the invoices shall be raised as per Part 3 Section-IV (Schedule of Rates) and Price Bid Format.

d. Contractor must raise all the invoices through OIL's Vendor Invoice Management portal.

END OF PART-3, SECTION-IV: SOR
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TECHNICAL SPECIFICATIONS CUM EVALUATION TABLE

NOTE:

A) The technical specifications of the tools/services required are given below. Bidders must fill up their **Service Code** and **Tool Specifications** against OIL's required specification for each service in the matrix below and declare compliance/non-compliance to OIL's required specifications.

B) Bidders quoting for Optional services should fill up the specification tables provided below against the tools which they have quoted.

C) Technical literature / brochures must be submitted in support of the required features of tools / equipment and the same must be referred with compliance/non-compliance declaration. If any required feature is not appearing in the technical literature / brochures, the bidder need to specifically confirm availability of the same feature with suitable reference. Bidder should indicate their offered feature including additional features wherever required.

D) Bidders must provide the sample logs (in soft copies) of all applicable offered standard and special tools mentioned in the Scope of Work. Company Name, Field Name, Well Name etc. may be blanked out on the sample logs.

STANDARD TOOLS/SERVICES

Service Code : TR-1	**LOGGING UNIT**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
SPECIFICATIONS	1. The logging unit must be Heavy duty, Truck mounted integrated logging unit with state-of-the-art technology.		
	2. The unit must be capable of carrying out all the operations mentioned in the SOW upto a depth of **6500m** in vertical/deviated wells. Both mono and multiconductor cables should be available simultaneously to cater to the above well depth.		
	3. The 7-conductor cable shall have minimum rated breaking strength of **23,500 lbs**. The cable should be in good condition and without splice at the time of initial mobilization.		
	4. The logging cabin must have seating place for the witness attending the logging job.		

Service Code : TR-2	**LINE PACKOFF**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
SPECIFICATIONS	Line packoff for Standard Logging Cable for use in CBL under pressurized condition and for casing gun perforations. Minimum pressure rating **3kpsi.**		

Service Code : TR-3	**PRESSURE CONTROL EQUIPMENT 10kpsi FOR THROUGH TUBING and CASING GUN**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
SPECIFICATIONS	Pressure Control Equipment for Through Tubing Operations for slim cable. Minimum pressure rating: 10kpsi.		

	The height of PCE should be able to accommodate 6m TTP gun perforation to be carried out in one run. **The PCE should also have riser assy to accommodate 6m length og Casing gun of size 3⅛"-3 ⅜".** It should also accommodate the length of other tool stack required to be run in live wells such as Reservoir Monitoring tool, PLT stack etc in the SOW.		

Service Code : TR-4	**LOGGING WHILE FISHING**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENT	The service should enable recording of log while recovering a stuck toolstring in order to save the time of an additional logging run and associated conditioning trip. The LWF system should enable recording of overlapping continuous log interval equal to the distance between the casing shoe and rig floor by suitable placement of Cable Side Entry Sub.		
OTHER REQUIREMENTS	Bidder to provide industry standard Side Entry Subs to log in hole sizes: 6 inch, 8 ½ inch and 12 ¼ inch.		

Service Code : TR-5	**DATA TRANSMISSION AND COMMUNICATION**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
SPECIFICATIONS	Unit should have facility of data transmission by contractor's VSAT or 3G/4G communication required for data transmission and receiving /downloading data at OIL's base while logging.		

Service Code : A-1	**DUAL LATEROLOG RESISTIVITY + MICRO RESISTIVITY**	**Bidder's Code:**	

OIL's Required Specifications for DUAL LATEROLOG RESISTIVITY		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS	i) Deep and medium focused laterolog resistivity measurement of formation for simultaneous deep and shallow depths of investigation. ii) Spontaneous potential measurements. **Note**: **High Resolution Array Laterolog** tool is also acceptable against Dual Laterolog tool. HRLA tool should provide at least 4 depths of investigations (farthest curve DOI ≥ 35 in or more as in median response) with 1 ft or better vertical resolution.		
DEPTH OF INVESTIGATION	LLD: 55-84 inches minimum LLS: 24-36 inches minimum		
RANGE:	LLD: 0.2–40,000 ohm m LLS: 0.2-2,000 ohm m		
ACCURACY	± 0.2 ohmm at 0.2-1 ohmm Greater of ±5 % or ±0.2 ohmm at 1-2000 ohmm		
SAMPLING RATE	Minimum 2 samples/ft		
VERTICAL RESOLUTION	24 inches or better		
TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 17 ½ inch bit		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OIL's Required Specifications for MICRO RESISTIVITY			
MEASUREMENTS	Invaded Zone Resistivity for Rxo measurement with borehole caliper		
INVESTIGATION DEPTH	0.5 inch to 1.5 inches		
RANGE	0.2-2000 Ohm m, Caliper- 6 inches to at least 20 inches		
ACCURACY	i) <u>Resistivity</u>: : greater of ±7% or ±1 ohm-m at 0.2 to 200 ohm-m : +/- 10% at 200-2000 ohm-m ii) <u>Caliper :</u>		

	: +/- 10% Accuracy		
SAMPLING RATE	2-8 samples/ft		
VERTICAL RESOLUTION	3.0 inch or better		
TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 17 ½ inch bit		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

Service Code : S-8	**HIGH RESOLUTION ARRAY INDUCTION RESISTIVITY**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENTS	i) Induction based high-resolution formation resistivity measurement tool with seven or more induction Coil arrays. ii) All array curves should be induction-based measurements only.		
VERTICAL RESOLUTION:	1, 2 and 4 ft. Depth of investigation (from centre of borehole) 10" to 90" (50% of Integrated Radial response) – 10", 20", 30", 60" & 90" measurements		
MEASUREMENT RANGE:	1 to 1000 ohm-m Resistivity		
TOOL DIAMETER:	Suitable for well 6 inches to 17 ½ inch diameter or more.		
TEMPERATURE RATING:	300° F minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	Combinable with nuclear porosity and spectral gamma ray tools.		
WELL SITE PRODUCT:	Raw array curves including SP. Coherence map of arrays. Invasion images. Resistivity profiles at 10", 20", 30", 60" & 90" for 1, 2, 4 ft vertical resolution. Rt, Rxo, DI (Diameter of invasion).		

Service Code : A-2	**DUAL SPACED COMPENSATED NEUTRON POROSITY**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS	Formation porosity measurement using Dual Spaced Compensated Neutron Services		
INVESTIGATION DEPTH	1.0-5.5 inches minimum		
RANGE	0 to 60 PU (Limestone) with a linear response in 0-40 PU range.		
ACCURACY	+/- 1.4 PU for 0-20 PU +/- 3 PU for 20-30 PU +/- 6 PU for 30-45 PU		
SAMPLING RATE	2-8 samples/ft		
VERTICAL RESOLUTION	Standard : 36 inch		
TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 17 ½ inch bit		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	i) Provision to record high resolution data. ii) Provision to correct neutron porosity when recorded in cased hole.		

Service Code : A-3	**FORMATION DENSITY with Pe and CALIPER**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS	Tool to measure Bulk Density, Density Correction, Photo-electric Absorption Cross-section, caliper.		
DEPTH OF INVESTIGATION	1.5 inches or greater (bulk density)		
RANGE	RHOB: 1.3-3 gm /cc, 0-10 PE		

ACCURACY	Bulk density: ±0.025 gm/cc or better		
SAMPLING RATE	2-8 samples/ft		
VERTICAL RESOLUTION	33 inches or better		
TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 17 ½ inch bit		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	i) Provision to record high sampling rate for high resolution data through software control. ii) Resolution enhancement through post processing		

Service Code : A-4	**NATURAL GAMMA RAY SERVICE**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS	Tool to measure total GR in API units using Scintillation counter (NaI Thallium activated)		
RANGE:	0 to 1000 API		
ACCURACY:	±5 API or ±7% of the reading, whichever is greater		
TOOL DIAMETER:	Industry standard to log wells drilled with 6 inch to 17 ½" bit		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		

Service Code : A-5	**SPECTRAL GAMMA RAY SERVICE**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS:	i) Total GR ii) U, Th, K concentration measurements separately iii) Minimum 2 sample per ft		

TOOL DIAMETER:	Industry standard to log wells drilled with 6 inch to 17 ½” bit.		
RANGE:	0 to 1000 API (total GR) 0-40 PPM (U) 0-40 PPM (Th)		
ACCURACY:	±4 API or ±5 % of measurement (GR), whichever is greater. ±4 % or ±4ppm of measured value for U, Th and K		
PRESSURE RATING:	**15000 psi minimum**		

Service Code : A-6	**SIDE WALL CORE GUN**	**Bidder’s Code:**	
OIL's Required Specifications		**Bidder’s Specification**	**Compliance/ Non-compliance**
REQUIREMENTS:	i) Side wall core recovery in soft, medium and hard formations. ii) Depth positioning of SWC by Gamma ray. iii) Core barrel size 0.85" x 1.4"		
SPECIFICATIONS:	At least 24 samples from single run extended upto 48 samples or more. Gamma ray 0 to 200 API		
TOOL DIAMETER:	Industry standard to recover side wall cores in wells drilled with 6" to 12 ¼" Bit.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	i) Core to be provided in bottle. ii) Bullet design suitable for optimum core recovery in various range of formation consolidation. iii) Minimum two guns combinable in one run.		

Service Code : A-7	**BOREHOLE DEVIATION SURVEY**	**Bidder’s Code:**	
OIL's Required Specifications		**Bidder’s Specification**	**Compliance/ Non-compliance**

MEASUREMENTS	Bore hole deviation, hole azimuth, relative bearing		
RANGE	Hole deviation: 0-90°, Hole Azimuth: 0-360°, RB : 0-360°		
ACCURACY	Azimuth: ± 4° at inclination above 20° Inclination: ± 2° at inclination above 9°		
TOOL DIAMETER	Industry standard to log wells drilled with 6" to 17 ½" bit.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

Service Code : S-12	**DIPOLE SHEAR SONIC IMAGER with multi-arm Caliper**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS	i) Delta T shear in cross dipole mode (fast slowness & slow slowness with direction). ii) Delta T Stoneley iii) Delta T Compressional iv) 4-arm caliper or more for borehole geometry and anisotropy		
HOLE SIZE LIMIT	6 inch to 17.5 inch dia.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	i) **Minimum** 2 dipole transmitter orthogonally placed. ii) Two dipole measurement for redundancy. iii) Direction measurement with anisotropy measurement in single run. iv) Measurement to compute absolute value of effective permeability from Stoneley. v) Measurements to compute formation anisotropy, identification of fracture orientation, geo-mechanical properties and borehole stability.		
WELLSITE PRODUCT	i) Shear, Compressional & Stoneley Slowness with integrated travel times, Vp/Vs, Poisson's ratio. ii) Raw waveforms of Shear, Compressional & Stoneley.		

	iii) Coherence plot of waveform.		
POST PROCESSED DATA	i) Compressional, Shear (both X & y direction) and stonely slowness with integrated travel time, Vp/Vs & gas zone detection. ii) Geo-mechanical properties viz. young, shear and bulk modulus, poisson's ratio etc. iii) Evaluation of formation anisotropy around borehole, anisotropy map. iv) Permeability from Stoneley, Stoneley fracture identification. v) Report on acquisition and processing.		

Service Code : A-8A	**CEMENT BOND LOG** ***(same tool to be used for services A-8A and A-8B)***	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS	Cement Bond log (including VDL, Travel time, GR, CCL) based on sonic arrival amplitude in 5", 5 ½", 7", 9 ⅝" 13 ⅜" casings/liners. To record pressurized cement bond log, if required at no extra cost.		
RANGE	i) Acoustic amplitude 0-100 mV ii) VDL 200-1000 µs iii) GR 0-200 API.		
VERTICAL RESOLUTION	CBL: 3 ft VDL: 5 ft		
TOOL DIAMETER	Suitable for above mentioned casings/liners.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

Service Code : A-8B	**BOREHOLE COMPENSATED SONIC** ***(same tool to be used for services A-8A and A-8B)***	**Bidder's Code:**	

OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS	Delta-T compressional (formation slowness)		
RANGE	40 to 190 µs/ft		
VERTICAL RESOLUTION	2 feet or better		
TOOL DIAMETER	Suitable for hole drilled with 8 ½ inch, 12 ¼ inch bit or more for Delta-T compressional.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

Service Code : A-9	**<u>CEMENT EVALUATION AND CASING INSPECTION</u>**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENT	Rotating head 360° pipe inspection and cement bond evaluation for casings/liners, using ultrasonic / piezoelectric sensors. Both Cement Evaluation and Pipe Inspection services must be carried out in a single run, using single tool or combination of tools.		
MEASUREMENTS:	i) Acoustic / piezoelectric impedance image with resolution to distinguish, liquid, cement slurry behind casing. ii) Identification of cement channels or voids of width 1.25 inch or more in 5 & 5 ½ inch casings, 1.40 inch or more in 7 inch casing and 1.90 inch or more in 9 ⅝ inch casing. iii) Cement strength. iv) Mud attenuation and acoustic velocity. (optional; only if needed for cement map). v) Inside diameter and thickness of casing. vi) Casing corrosion evaluation.		
TOOL DIAMETER:	Industry standard to log wells completed with 5, 5 ½, 7 & 9 ⅝ inch casing/liner with high deviation upto 85°.		

TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
WELLSITE PRODUCT:	Processed data is required to be provided at well site as a standard presentation along with field logs.		
POST PROCESSED DATA:	i) Azimuthal mapping of Casing to cement bond, Micro-annulus. ii) Casing ID/OD for pipe corrosion. iii) Report on acquisition and processing.		

Service Code : A-10	**PIPE CONVEYED WIRELINE LOGGING**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENTS:	Pipe conveyed wire line logging equipment (TLC/TPL or equivalent) with following minimum features: i) Tool protection in holes with large and medium radius of curvature. ii) Mud circulation through drill pipe. iii) Multiple wet connections without tripping tools. iv) Cable side entry sub must have 1000 psi (min) working pressure cable pack-off seal.		
TOOL DIAMETER:	Industry Standard to log hole sizes: 6 inch, 8 ½ inch and 12 ¼ inch.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

Service Code : A-11	**FREE POINT SURVEY (STUCK-UP DETECTION)**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS:	Percentage free in stretch and in torque (including log presentation) for tubing, casing and drill pipe ranging from 2 ⅞ inch to 9 ⅝ inch.		

TOOL DIAMETER:	Suitable for pipe sizes 2 ⅞ inch to 9 ⅝ inch drill-pipe/tubing/casing.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	Should be run with CCL		

Service Code : A-12	**BACK-OFF / STRING SHOT SERVICES**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENT	Explosive detonation for attempting to release or back-off stuck tubing, casing and drill pipe.		
PIPE SIZES:	2 ⅞ inch to 9 ⅝ inch Tubing/casing/Drill pipes		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	Should be run with CCL		

Service Code : A-13	**PLUG/PACKER SETTING**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENT	a) **Service Code 13A**: Bridge plug setting and retainer packer setting for **4 ½** " liner/casing. **Service Code 13B**: Bridge plug setting and retainer packer setting for **5** "**, 5 ½** "**, 7** " **and 9 ⅝** " liner/casing. b) Setting tool compatible with "**Baker make**" plug/packer. c) Junk Basket for above casing/liner sizes. Bidder may provide plug/packer setting services for the above casing sizes using one or more sizes of setting tools.		
TOOL DIAMETER	Industry standard to carry out plug/packer setting in above casing/liner sizes.		

TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER REQUIREMENTS	i) Combinable with CCL. ii) Bridge plugs and packers will be supplied by OIL.		

Service Code : A-14	**<u>THROUGH TUBING PERFORATION (SEMI-EXPENDABLE/ RETRIEVABLE)</u>**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENT	Retrievable/Semi-expendable perforation gun system for passing through 2 ⅞" tubing (ID of 2.44"). Perforator system tested as per API 19B/ API 43, performance normalized to 5000psi target compressive strength**.** The gun system must be capable of upto 6m perforation in single run.		
1 11/16" Deep Penetration Charge	SPF: 6 **PHASING: Zero** EHD ≥ 0.22 inches TTP ≥ 16 inches (Bidder to provide API 19B/ API 43 certificate.)		
2"-2 ⅛" Deep Penetration Charge	SPF: 6 **PHASING: Zero** EHD ≥ 0.26 inches TTP ≥ 25 inches (Bidder to provide API 19B/ API 43 certificate.)		
2"-2 ⅛" Deep Penetration Charge	SPF: 6 **PHASING: Spiral** EHD ≥ 0.26 inches TTP ≥ 25 inches (Bidder to provide API 19B/ API 43 certificate.)		
TOOL DIAMETER:	Industry standard suitable for tubing sizes 2 ⅞ inches.		
TEMPERATURE RATING:	300° F Minimum.		

PRESSURE RATING:	15000 psi minimum		
OTHER REQUIREMENTS:	i) Should include surface equipment to perforate in under-balanced conditions and live wells. ii) Suitable for rigless operations with Crane/mast unit. iii) Combinable with both Gamma ray and CCL for depth correlation.		

Service Code : A-15	**<u>CASING GUN PERFORATION</u>**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENT	Casing gun system for perforation in 4 ½", 5", 5 ½", 7" and 9 ⅝" casing. Perforator system tested as per API 19B/ API 43, performance normalized to 5000psi target compressive strength.		
2 ¾"-2 ⅞" DEEP PENETRATION CHARGE	SPF: 6 EHD ≥ 0.30 inch TTP ≥ 27.5 inch *Bidder to provide API 19B/ API RP43 certificate.*		
3⅛"-3 ⅜" DEEP PENETRATION CHARGE	SPF: 6 EHD ≥ 0.32 inch TTP ≥ 35 inch *Bidder to provide API 19B*/ API 43 *certificate.*		
3⅛"-3 ⅜" **BIGHOLE** CHARGE	SPF: 20 EHD ≥ 0.8 inch TTP ≥ 6 inch *Bidder to provide API 19B*/ API 43 *certificate.*		
4½"-4 ⅝" DEEP PENETRATION CHARGE	SPF: 5 EHD ≥ 0.33 inch TTP ≥ 45 inch *Bidder to provide API 19B*/ API 43 *certificate.*		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	i) Necessary Adapter kit for the above services will be provided by the contractor.		

	ii) Combinable with both Gamma ray and CCL for depth correlation.		

Service Code : S-15	**<u>TUBING CONVEYED PERFORATION FOR SERVICE A-15</u>**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENT	Tubing conveyed perforation services for the casing gun sizes in service code A-15 with the following mechanism: i) shoot and pull mechanism ii) shoot and drop mechanism (automatic gun release) Gun hardware and main explosives shall be utilized and payable from A-15 service. Bidders need to only quote for the conveyance mechanism, firing mechanisms, etc.		
FIRING HEAD	Following types of firing head are required for the above shooting mechanisms: i) Mechanical firing head ii) Hydraulic firing head iii) Redundant firing head (Hydraulic + Mechanical or Hydraulic + Hydraulic)		
OTHER ACCESSORIES:	i) Radioactive Marker Sub ii) Crossovers iii) Circulating sub with glass/ceramic disk iv) Pressure Operated Under balance valve v) Pub joint for spacing vi) **Bidder has to provide all other standard accessories of TCP assembly required for all TCP jobs with gun sizes specified in services A-15A, A-15B & A-15C.**		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		

Service Code : A-16	**<u>DEPTH DETERMINATION</u>**	**Bidder's Code:**	

OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENTS	1) Any combination from the following tools shall be required to be run in tubing/liners/casing/drill pipe for the purpose of depth determination or hole debris cleaning: **CCL, Gamma Ray, Sinker bar, Dummy, Junk basket**		
TOOL DIAMETER	**Suitable for depth determination in tubulars from 2 ⅞" tubing/drill pipe to 13 ⅜ inch casing.** GR and CCL tool should be suitable these sizes. Junk baskets with gauge rings suitable for 5", 5 ½", 7" & 9 ⅝" liner/casings. Required dummy sizes for DD-NPO runs: 1-11/16" and 2 ⅛".		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		

Service Code : A-17	**EXPLOSIVE PIPE CUTTER**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENTS:	**Explosive Jet Cutter for following Tubing/Casing:** 2 ⅞ inch tubing 4 ½ inch 5 inch casing 5 ½ inch casing 7 inch casing 9 ⅝ inch casing		
TOOL DIAMETER	Suitable for above pipe sizes.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	9000 psi minimum.		

Service Code : A-18	**SEVERING/COLLIDING TOOL**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**

REQUIREMENTS:	**Severing/Colliding Tool for following drill pipes/drill collar:** 2 ⅞” SLH 90 drill pipe 4 ½” OD drill-pipe 5” OD drill-pipe 6 ½” OD drill collar 8” OD drill collar		
TOOL DIAMETER	Suitable for above pipe sizes.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum.		

Service Code : A-19	**PUNCTURE SERVICES**	**Bidder’s Code:**	
OIL's Required Specifications		**Bidder’s Specification**	**Compliance/ Non-compliance**
REQUIREMENT	To puncture 2 ⅞ inch OD tubing to 5 inch OD drill pipe.		
TOOL DIAMETER:	Tool must be capable of running in through above tubulars.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		

Service Code : A-20	**CEMENT DUMP BAILER**	**Bidder’s Code:**	
OIL's Required Specifications		**Bidder’s Specification**	**Compliance/ Non-compliance**
REQUIREMENTS	1) Cement Dump Bailer service for casings ranging from 4 ½" upto 13 ⅝". 2) Should be able to dump a minimum of the following cement volume: a) 11 Litres in 4 ½" casing b) 15 L in a single run in 5 ½" casing.		

TOOL DIAMETER	Industry standard to carry out operation in above mentioned casing/liner sizes.		
TEMPERATURE RATING	300° F minimum		
PRESSURE RATING:	15000 psi minimum		

Service Code : S-6	**PRODUCTION LOGGING TOOL**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS:	Compact production logging sensors for acquiring 3 phase flow data in vertical, high angled wells along with GR and CCL. i) **Fluid velocity measurement:** Service should include all the following tools for fluid velocity measurement. The specific tool to be used shall depend on the situation and purpose of measurement: a) Full Bore Spinner- For fluid velocity measurement with direction in 5 ½" and 7" casing. b) Continuous Spinner – For flow measurement in tubing and Casing having flow rate minimum 12 ft/min to 2500 ft/min or more with flow direction. c) Diverter basket flow meter or equivalent for measurement of very low flow rates multi-phase flows in vertical or deviated well. Flow rate range: 15-1000 bpd. ii) **Temperature measurement**: Platinum resistance thermometer with measurement range 5-150 deg C, resolution 0.01 deg or better, accuracy: ± 1°C. iii) **Pressure measurement**: Quartz gauge measurements upto 10 Kpsi, resolution 0.1 psi or better, accuracy: ± 20 psi. iv) **Density measurement**: Radioactive/Non-Radioactive type fluid density measurement, range 0-1.3 gm/cc, resolution 0.01 gm/cc or better, accuracy ± 0.05 gm/cc. v) **Water Hold up measurement:** Capacitance or Resistivity based. vi) **Gas Hold up measurement:** Refractive index or radioactive based.		

TOOL DIAMETER:	Suitable for running through 2 ⅞ and 3 ½ inch tubing into 4 ½ inch, 5 inch, 5 ½ inch, 7 inch, 9 ⅝ inch casing/liners in wells upto 90 deg deviation.		
TEMPERATURE RATING:	300° F minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	i) Must be capable to run with tractor in wells having high deviation. ii) The tool must be equipped with all essential accessories for running in highly deviated wells		
POST PROCESSED DATA	i) Measure flowing production profiles, identifying zonal contributions of water, oil and gas / multi-phase hold-up diagnosis and any kind of interpretation related to acquisition mode. ii) Report on acquisition and processing.		

Service Code : S-7	**THROUGH TUBING CEMENT BOND EVALUATION**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENTS:	Through tubing cement evaluation tool (CBL-VDL) for evaluation of cement bond between pipe to cement and cement to formation for 4 ½", 5", 5 ½" & 7" liners/casings and to run through 2 ⅞" tubing		
MEASUREMENTS & RANGE	Acoustic amplitude 0-100 mv (3 ft T-R spacing) VDL 200-1200 micro-sec (5 ft T-R spacing) GR 0-200 API, CCL, Travel time (3 ft T-R spacing)		
TOOL DIAMETER:	Suitable for running in through 2 ⅞" inch tubing to log in above casing sizes.		
TEMPERATURE RATING:	300° F minimum.		
PRESSURE RATING:	15000 psi minimum		

Service Code : S-9	**MULTI-FINGER IMAGING TOOL (THROUGH TUBING)**	**Bidder's Code:**	

OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS:	Tool should be capable of making highly accurate radial measurements of the internal diameter of tubing and casing strings. Relative bearing and deviation measurements in order to be able to align caliper image data with magnetic north or gravity high side.		
TOOL TYPE:	Minimum 24 fingers		
TOOL OD:	Should be able to pass through 2 ⅞" tubing.		
MEASURING RANGE:	2" to 7" diameter		
RADIAL RESOLUTION:	0.007" or better		
ACCURACY	±0.05" or better		
TEMPERATURE RATING:	300° F minimum.		
PRESSURE RATING:	15000 psi minimum		
POST PROCESSED DATA	i) Processing /QC of data of Multi Finger Imaging tool for corrosion evaluation, scale build up, erosion damage due to well flow, mapping perforations, confirmation of well completion items, milling damage, crushed/damaged tubulars etc. Data is output as charts, tabulations, cross sections, 3D image of the ID of the tubulars where different radii are mapped to different colours etc. Any other measurements that the tool is capable of recording. ii) Report on acquisition and processing.		

Service Code : S-10	**<u>MULTI-FINGER IMAGING TOOL (40 FINGER)</u>**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**

MEASUREMENTS:	Tool should be capable of making highly accurate radial measurements of the internal diameter of tubing and casing strings. Relative bearing and deviation measurements in order to be able to align caliper image data with magnetic north or gravity high side.		
TOOL TYPE:	Minimum 40 fingers.		
TOOL OD:	2.75” to 3.625” (for logging in 4 ½” to 9 ⅝” casing/liner)		
MEASURING RANGE:	3.2” to 9.7” diameter or beyond		
RADIAL RESOLUTION:	0.007” or better		
TEMPERATURE RATING:	300°F minimum.		
PRESSURE RATING:	15000 psi minimum		
POST PROCESSED DATA	i) Processing /QC of data of Multi Finger Imaging tool for corrosion evaluation, scale build up, erosion damage due to well flow, mapping perforations, confirmation of well completion items, milling damage, crushed/damaged tubulars etc. Data is output as charts, tabulations, cross sections, 3D image of the ID of the tubulars where different radii are mapped to different colours etc. Any other measurements that the tool is capable of recording. ii) Report on acquisition and processing.		
SERVICE CODE : S-13	THROUGH TUBING RESERVOIR MONITORING TOOL (3 Detector)	Bidder’s Code:	
OIL's Required Specifications		**Bidder’s Specification**	**Compliance/ Non-compliance**

REQUIREMENTS:	i) Pulsed Neutron CO/Sigma tool with electronic neutron generator producing 14 MeV fast neutrons with **three (3) detectors** (or more). ii) Tool outer diameter suitable to operate through tubing of 2 ⅞ inch OD (ID: 2.44 inches). iii) Tool must be able to operate in the following modes: a) CO mode. b) Sigma mode. c) Gas saturation mode using 3rd detector. d) Water flow mode using Oxygen Activation.		
MEASUREMENTS	i) Pulsed neutron decay sigma and porosity. ii) Porosity measurement range: 0-60 p.u. iii) Pulsed neutron decay Ca/Si ratio and dual detector C/O, saturation measurement. iv) Measurements to determine **oil, gas and water saturation** in formation with low/ mixed and unknown water salinity, identification of formation fluid contacts, measurement of formation porosity, identification of mineralogy and lithology. v) **Water, Oil & Gas saturation quantification.** vi) Water velocity by oxygen activation principle for up and down flows behind pipes or inside casing in station mode.		
VERTICAL RESOLUTION	**30 inches or better**		
TEMPERATURE RATING	300° F minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	i) To be able to log in flowing and static condition. To be able to log in inelastic capture mode, capture sigma mode, sigma modes. ii) Run-time quality checks to be provided.		
POST PROCESSED DATA	i) Processing of data of through Tubing Reservoir Monitoring Services (in-elastic & sigma mode) to evaluate hydrocarbon saturation behind casing, identify fluid contacts, porosity estimation, and identification of mineralogy etc. Spectrolith analysis. Quantification of oil, gas and water saturations.		

	ii) Water flow velocity re-computation from acquisition data including manual picking of water velocity. iii) Report on acquisition and processing.		

SPECIAL TOOLS/SERVICES

Service Code : S-1	**VERTICAL SEISMIC PROFILING (VSP)**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENTS:	i) Tri axial data acquisition to provide high quality VSP compressional and shear event. ii) At least five shuttle arrays to save measurement time, adjustable distance between shuttles from 10 m to 20 m or more. iii) Energy source: air gun. iv) Bidder shall provide energy source, surface equipment and all other accessories as required. v) Suitable for Data acquisition in cased hole and open-hole. vi) Look ahead VSP processing (service code PS-11) when requested.		
MEASUREMENTS:	Seismic stacks travel time v/s depth plots and raw seismic traces of individual shots		
RESOLUTION:	± 1 m sec for shots at same level, ± 2 m sec for shots fired in up and down passage on the same level		
HOLE SIZE LIMIT:	6 inches to 17.5 inches diameter in open-hole		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	Tri-axial measurement data must be made available in SEG-Y.		
POST PROCESSED DATA:	Processing of Borehole Seismic Services (VSP) data in open hole & cased hole relevant to acquisition mode with report comprising of: i) Composite Display of Down-going waves, corridor stack (repeating 6-7 times) with check-shot corrected Sonic, Density, Gamma and Formation Tops. This display is to be with respect to SRD (seismic reference datum). ii) Display of original Down-going (i.e. after separation) waves and display of Down-going waves after Deconvolution.		

	iii) Details of velocity filter and Deconvolution parameters as part of processing note. iv) VSP Velocity Listing Table: The primary use of VSP is for accurate well-to-seismic ties. Seismic sections are always based on the SRD (seismic reference Datum). Therefore, velocity listing table should have a column mentioning SRD so that the average velocity and interval velocity can be seen w.r.t. SRD. v) Time-Depth Curve: The Depth axis should start from SRD level. At right hand side, there should be a color bar indicating the Formation Tops and Thickness. vi) Time-Depth Table: Interval velocity and Average velocity should be mentioned along with TWT. vii) Checkshot data. viii) Report on acquisition and processing.		

Service Code : S-2	**NUCLEAR MAGNETIC RESONANCE LOGGING**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS:	i) T2 distribution from 0.5 millisecond or less to 3.0 seconds. ii) Formation lithology independent porosity, pore size distribution & permeability measurements. iii) Free fluid index, clay & capillary bound fluids. iv) **Permeability estimation**. v) **Pore size distribution**. vi) **Hydrocarbon typing and quantification in continuous recording mode.** vii) **Continuous saturation profiling.**		
VERTICAL RESOLUTION:	6 feet or better		
HOLE SIZE LIMIT:	6 inch to 12.25 inch dia.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
WELL SITE PRODUCT:	**NMR porosity, T2 distribution, free fluid index, permeability estimation.**		

POST PROCESSED DATA:	Processing of data of Nuclear Magnetic Resonance Logging Services for i) Determination of total and effective porosity, capillary and clay-bound water & free fluid volume, pore size distribution, permeability, ii) Hydrocarbon typing and quantification. iii) Continuous saturation profiling. iv) All answer products relevant to acquisition mode, such as saturation profiling, high resolution processing, T1 profiling, fluid characterization & multi-depth magnetic resonance (MR) Output. v) Report on acquisition and processing.		

Service Code : S-3	**MICROELECTRIC IMAGER TOOL**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS:	i) High resolution micro-resistivity based borehole imaging for formation image extraction with direction in open hole to characterize sedimentary bodies, sedimentary dips, structural analysis, secondary porosity evaluation, reservoir characterization etc. ii) At least 57% coverage in 8 ½ inch hole (or 60% coverage in 8 inch hole) in one pass. iii) Each caliper arm must have independent electronics.		
MEASURING RANGE:	Micro resistivity : 0.2 to 2000 ohm m Azimuth : 0 to 360 degree Rotation : 0 to 360 degree Deviation : 0 to 90 degree Caliper : 6 to 16 inch		
VERTICAL RESOLUTION	0.2 inch in resistivity measurements.		
HOLE SIZE LIMIT	6 inch to 16 inch dia.		
TEMPERATURE RATING	300° F minimum		

PRESSURE RATING	15000 psi minimum		
WELL SITE PRODUCT:	i) Colour image of static image processing. ii) Raw micro Resistivity measurement with deviation, caliper and Gamma ray data for post processing. iii) Computed Mean Square Dip (well site/ post processed data).		
POST PROCESSED DATA:	i) Processing of data for Static and dynamic image, image enhancement for structural, sedimentological study. ii) Structural analysis from dip and image data (Using Interactive Dip Picking) for presence of fault fracture and other structural features and their nature, borehole breakout pattern and indicated pattern etc. iii) Sedimentological analysis from dip and image data (Using Interactive Dip Picking) for identification of beds, bedding internal structure like cross laminations, broad depositional environment indicated integrating other basic log data. iv) Fracture analysis, aperture evaluation including fracture aperture, fracture density, fracture porosity curves and fracture dips in plots. v) Texture characterization and heterogeneity analysis. vi) Report on acquisition and processing.		

Service Code : S-4A	**<u>DYNAMIC FORMATION TESTER</u>**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**

	Dynamic formation testing and fluid sampling service with i) **Single probe/ Dual probe** combinable with spectral/ resonance/density-based fluid analyzer. ii) Any number of pressure tests in one run. iii) Formation and mud pressure with **quartz pressure gauge**, pressure gradient, flow rate and mobility. iv) Facility to collect minimum two PVT samples of 450 cc each or more and two non-PVT 1000 cc each or more (may be combinable using 2 or more sample chambers for 1000 cc collection) **in single run.** v) Minimum two PVT and two Non- PVT sample bottles in a single run. vi) If required bidder has to provide the facility to collect more than two PVT/Non-PVT samples along with sample bottles. vii) 4 PVT sample bottles must be mobilized with tool. The bottles should be certified by competent authority for transportation by passenger Aircraft and Helicopter. viii) Pump out module with ability to control flow rate down hole while sampling. ix) Live real-time fluid **analysis to distinguish oil/gas and water.** x) Capable of measuring in-situ viscosity, density and gas/oil ratio. xi) Capable of determining gas phase/bubble point to be able to avoid phase separation during pumping. xii) Differentiation capability of formation fluid from filtrate while sampling in order to be able to sample clean formation fluid.		
RESOLUTION	0.2 psi for range 14.7psi-15000 psi		
TOOL DIAMETER	Industry standard to log wells drilled with 6" to 12 ¼" dia or more		

TEMPERATURE RATING	300° F minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	i) Different types and sizes of probes are to be provided as for use in low mobility /sanding zones as per operational requirement to make the Dynamic Formation Testing job successful.		
WELL SITE PRODUCT	i) Provision to provide mobility values at drill site and bring out gradient plots. Pre-test summary sheet with details of pretest data and as per format provided by company. ii) Live real-time fluid analysis product.		
POST PROCESSED DATA	i) Identification of fluid pressure gradient, fluid contacts, mobility/permeability, viscosity/ GOR or density of sample & bubble point. ii) Live real-time fluid analysis product and any other answer product relevant to acquisition mode. iii) Report on acquisition and processing.		

Service Code : S-4B	<u>**FOCUSED SAMPLING MODULE (FOR S-4A SAMPLING TOOL)**</u>	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENTS:	i) Additional modules for use with tool offered against Dynamic formation tester (code S-4A). ii) Tool should be able to collect low-contamination formation fluid in lesser time by using dual pump-out motors capable of independently controlling flow through inner & outer concentric probes with separate fluid analysis for both the flow channels. iii) All requirements for wellsite deliverables and post-processed deliverable mentioned against S-4A shall be applicable for operations carried out using focused sampling module.		
TOOL DIAMETER:	Industry standard to log wells drilled with 6" to 12 ¼" dia or more.		

TEMPERATURE RATING:	300° F minimum.		
PRESSURE RATING:	15000 psi minimum		

Service Code : S-5	**BRIDGE PLUG THROUGH TUBING**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENTS:	i) Through tubing bridge pug setting tool with accessories for setting bridge plug in 5 ½, 7 & 9 ⅝ inch casing and **5" liners.** ii) Inclusive of through-tubing Cement Dump bailer tool for dumping cement on bridge plug. iii) Positive Displacement Dump Bailer to place the cement plug (**min. 3 metres, max. 4 metres**; as required) above the through-tubing Bridge Plug. iv) The Plugs, adapter kits & **Cement** are to be provided by the contractor. v) At any time Contractor shall have **one plug available with them for each size of casing**.		
TOOL DIAMETER:	To be capable of running through 2 ⅞" & 3 ½" tubing.		
TEMPERATURE RATING:	300° F minimum.		
PRESSURE RATING:	15000 psi minimum		

Service Code : S-11	**ELEMENTAL CAPTURE SPECTROSCOPY (ECS/GEM/FLEX equivalent)**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS:	Concentration of elements from single neutron induced Gamma ray spectrometer for the determination of Silicon, calcium, Iron, Gadolinium, Titanium, mica feldspar composite and other minerals for accurate clay volume estimation and clay typing.		
TOOL DIAMETER:	To be capable of running in minimum 6 inch to max. 20 inch.		
TEMPERATURE RATING:	300° F minimum.		
PRESSURE RATING:	15000 psi minimum		
POST PROCESSED DATA	i) Spectrolith lithology spectra from corrected clay model and dry weights. Determination of Silicon, calcium, Iron, Gadolinium, Titanium, mica feldspar composite and other minerals for accurate clay volume estimation and clay typing. ii) Report on acquisition and processing.		

Service Code : S-16	**3D INDUCTION RESISTIVITY**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS	1) Evaluation of resistivity anisotropy by triaxial measurement of formation resistivities. Service should be inclusive of directional package, if any. 2) Evaluation of water saturation in anisotropic formations as in laminated formations and low resistivity pay zones.		
DEPTH OF INVESTIGATION	90" or more.		

RANGE:	0.5 to 100 ohm-m Resistivity for triaxial measurements.		
VERTICAL RESOLUTION	2ft or better for R-Horizontal and R-Vertical.		
TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 17 ½ inch bit		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

Service Code : S-17	**PRESSURE CONTROL EQUIPMENT FOR THROUGH TUBING OPERATIONS 15kpsi**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
SPECIFICATIONS	Pressure Control Equipment for Through Tubing Operations for slim cable. Minimum pressure rating: **15kpsi**. The height of PCE should be able to accommodate 6m TTP gun perforation to be carried out in one run. It should also accommodate the length of other tool stack required to be run in live wells such as Reservoir Monitoring tool, PLT stack etc in the SOW.		

Service Code : AD-14B	**STIM SLEEVE for 3 ⅜"- 3 ½" casing gun**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENT	Stim sleeves for guns offered against A-15B 3 ⅜"- 3 ½" casing gun. Bidder to carry out pre-job software simulation/modelling for planning optimal STIM operation.		

	Bidders to quote for only STIM sleeves only (with related accessories). Casing gun hardware/main perforation explosives will be utilized & payable against A-15B services. Maximum OD after installation of stim sleeve should not exceed 4.25". Associated accessories like collars etc., to be provided by bidder.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	10000 psi minimum		

Service Code : S-18	**<u>HIGH-STRENGTH CABLE</u>**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENT	High-strength cable of minimum breaking strength 30000 lbs for deployment in deep wells, deviated wells etc. Should be able to carry out jobs in wells upto 6500m. This service shall include all accessories, equipment, special sheaves, **powered capstan**, etc., if required to log wells of above depth.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		

OPTIONAL SERVICES

Service Code : AD-1 (A TO F)	**THROUGH DRILL PIPE SLIM OH LOGGING**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENT	1) Slim OH tools deployable through drill pipe and pass through drill pipes and log the well during hole conditioning trip and capable of recording **real-time mode** as well as **memory mode**. 2) The tool shall have the following deployment methods: a) Wireline through pipe (bypass trouble zone through drill pipe and log realtime) b) Wireline drop off : Under gravity and pump down (trip-out with drill pipe while recording in memory mode). 3) The system should allow drill pipe rotation and reciprocation during tool deployment. 4) The system should be capable of mud circulation at all times. 5) BHA should include float-valve to stop flow of fluid up into drill string.		
HOLE SIZE	To log hole sizes from 6" to 12 ¼" (except for Dipole Shear Sonic for which 6" to 8.75" is acceptable).		
TOOLS REQUIRED	1) Array Induction resistivity (Laterolog also acceptable) **Array Induction specs:** 5 depth of investigations or more Vertical resolution: 2ft or better Measurement range: 0.2 to 2000 Ωm or higher SP measurement. **Note:** OIL's requirement is Array Induction, however, Laterolog resistivity is also acceptable in place of Array induction. Required specifications for Laterolog tool is provided below in case the Bidder chooses to offer Laterog tool: Deep resistivity DOI ≥ 4 ft Shallow resistivity DOI ≥ 16 in Measurement range: 0.2 to 20000 Ωm or higher		

	Accuracy: 5% or better Vertical resolution: 2ft or better SP measurement		
	2) Density tool Bulk density, Photoelectric absorption cross-section and Caliper. DOI ≥ 2.0" Measurement range: Density 1.5 to 3.0 gm/cm^{3}, P_e 1 to 10 B/e Accuracy: ±0.025 g/cm^{3} and ±0.2 B/e or 1.6% Vertical resolution: 19 in or better		
	3) Neutron porosity Thermal neutron porosity. DOI ≥ 9 inches Measurement range: 0 to 60 porosity units Accuracy : ±1 pu or better (from 0 to 15pu) ±7% of value (over 15pu) Vertical resolution: 15 in or better		
	4) Natural Gamma ray Total natural Gamma ray in API units (calibrated). DOI ≥ 9 in Measurement range: 0 to 400 GAPI Accuracy : ±5% or better Vertical resolution: 2 ft or better		
	6) Borehole deviation tool Bore hole inclination, Hole azimuth, Relative bearing Accuracy : ±4° (Azimuth) and ±2° (Inclination) or better		
	7) Dipole Shear Sonic Monopole compressional, Dipole shear, Full waveforms		
TOOL DIAMETER	Suitable for deployment through inside of drill pipe size of 5″ (OD) or less.		
TEMPERATURE RATING	300° F minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER REQUIREMENTS	Contractor shall provide all the required ancillary equipment, accessories, for through-bit logging operations. Contractor shall provide the access bit/through bit for borehole conditioning/ reaming.		
PROCESSED DATA	**Contractor has to provide following post processed data for Dipole Shear Sonic tool without any extra cost to company:**		

	i) Compressional, Shear (both X & Y direction) and Stoneley slowness with integrated travel time, Vp/Vs & gas zone detection. ii) Geo-mechanical properties viz. Young, shear and bulk modulus, Poisson's ratio, etc. iii) Evaluation of formation anisotropy around borehole, anisotropy map iv) Permeability from Stoneley v) Stoneley fracture identification		

Service Code : AD-12	**MOTORIZED TRACTOR SERVICE (NORMAL)**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENT	a) Motorized tractor service for dragging the tool down hole in high inclination and horizontal wells both in tubing & casing. b) Tractor **should be compatible with standard Go Type Box connection mono-conductor logging tools** provided by OIL/other Contractor. c) Suitable for through 2-7/8, 3-1/2 & 4-1/2 inch tubing (Minimum hole size to pass through 2.4") to log in standard casing/ liner sizes up to 7" or more.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

Service Code : AD-13	**MOTORIZED TRACTOR SERVICE (TOUGH)**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENT	a) Suitable for casing Size: 4-1/2 inch to 9-5/8 inch.		

	b) Electromechanical 'Perforating & Logging Tractor' for dragging the gun strings and tool strings down hole and with or without reverse tractoring up hole in high inclination and horizontal wells. c) Tractor **should be compatible with standard Go Type Box connection mono-conductor logging tools** provided by OIL/other Contractor. d) With head tension cell, casing collar log (CCL), and an addressable tractor perforating safety switch. e) Speed: 3200 ft/hr or more. e) Pull/Push: 1800 Ibs or more. f) Should be run on standard cable. g) Should perform Perforation in highly deviated and horizontal wells.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

Service Code : AD-14A	**STIM SLEEVE for 2 ⅞" csg gun**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENT	Stim sleeves for 2 ⅞" casing gun. Bidder to carry out pre-job software simulation/modelling for planning optimal STIM operation. Bidders to quote for only STIM sleeves only (with related accessories) as casing gun hardware/main explosives will be utilized & payable against A-15A service. STIM sleeves may also be used with OIL's or other Contractor's casing gun subject to size compatibility. Associated accessories like collars etc., to be provided by bidder.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	10000 psi minimum		

Service Code : AD-16	**ROTARY SIDE WALL CORING (NON-EXPLOSIVE)**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENTS:	i) Side wall core recovery in soft-rock formations as well as hard-rock formations by mechanically drilling cores into the borehole wall. ii) Depth positioning using Gamma ray. iii) Diameter of core of minimum 0.9" and minimum length of core of 1.5" and having an overall volume not less than 1.2 $in^{3.}$ iv) Core samples should be isolated from each other within the coring tool. v) Rotary coring tool must be able to be deployed in wireline as well as pipe conveyed logging.		
SPECIFICATIONS:	At least 30 samples from single run.		
TOOL DIAMETER:	Industry standard to recover side wall cores in hole sizes from 6¼ inch to 12 ¼ inch.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	Core samples to be provided in bottle.		

Service Code : AD-17	**MULTI FREQUENCY DIELECTRIC TOOL**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENTS:	i) Direct measurements of water volume independent of water resistivity (Rw). ii) Dielectric dispersion analysis for insitu measurement of rock texture using multiple frequencies (4 or more) in both invaded and non-invaded zones.		

	iii) Continuous Archie *m* & *n* exponent log from rock texture measurements for determining saturations beyond the invaded zone iv) Hydrocarbon volume mobility in heavy oil reservoirs.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
DEPTH OF INVESTIGATION	Upto 4" or more.		
MEASUREMENT RANGE:	Permittivity: 1-100 Conductivity: 0.1 to 3000mS		
VERTICAL RESOLUTION	1" or better for water-filled porosity and thin-bed analysis.		
TOOL DIAMETER:	Suitable for hole sizes 6" to 22" or more		
WELLSITE PRODUCT:	i) Water filled porosity and salinity independent of formation water resistivity. ii) ADT caliper iii) RXO log both in water filled porosity at 1".		
POST PROCESSED DATA:	All Answer Products relevant to Multi-frequency Dielectric Scanner service, such as insitu di-electric dispersion analysis, continuous cementation exponent, detailed formation evaluation and estimation of the saturation at single and two depth of investigation, formation water salinity using more than one model.		

Service Code : AD-18	**ARRAY PRODUCTION LOGGING TOOLS**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
MEASUREMENTS:	1) Capable of acquiring meaningful three-phase flow data in Vertical / Horizontal / High angle wells. 2) Tool should include single/ multi-arm caliper, 6 water holdup sensor, directional velocity measurement. Sensor		

	should be spread across the entire wellbore to measure three phase flow. 3) Any other measurements that the tool is capable of recording.		
TOOL DIAMETER:	Suitable for running in through 2 ⅞" tubing to log in 5 ½" to 7" liner/casings through wireline pressure control equipment.		
TEMPERATURE RATING:	300° F		
PRESSURE RATING:	15000 psi or more		
OTHER REQUIREMENTS:	The service should include **motorized tractor** and other ancillary items required for deployment in highly deviated / horizontal wells. The cost of all such additional equipment for deployment in high angle/horizontal wells must be built into the operating cost and shall not be payable separately.		
POST PROCESSED DATA	i) Production Log Edit for depth matching and reporting, multi-phase hold-up diagnosis, flow scan image analysis etc. Any other products relevant to Array PLT service. ii) Report on acquisition and processing.		

Service Code : AD-19	**THROUGH TUBING INFLATABLE BRIDGE PLUG**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENTS	1) Through-tubing Inflatable Bridge Plug (permanent type) deployable by wireline for setting in 4 ½", 5", 5 ½" and 7" csg without requiring to pull-out the production tubing or killing the well. 2) Should provide zonal isolation without requiring cement dumping on top of inflatable plug. 3) Rated for differential pressure rating of **5000psi** or more. 4) Plugs are to be provided by the contractor.		

TOOL DIAMETER	To be capable of running through 2 ⅞" tubing.		
TEMPERATURE RATING	300° F minimum		

Service Code : AD-20	**EXTRA DEEP PENETRATION CASING GUN PERFORATION SYSTEM with TCP conveyance**	**Bidder's Code:**	
OIL's Required Specifications		**Bidder's Specification**	**Compliance/ Non-compliance**
REQUIREMENTS	3 ⅜" casing gun system for perforation in 5 ½" casing/liner. In addition to above, the perforator system should be tested in stressed rock.		
3 ⅜" EXTRA DEEP PENETRATION CHARGE	SPF: 6 EHD ≥ 0.4 inch TTP ≥ 15 inch in stressed rock testing		
TEMPERATURE RATING	300° F minimum		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	i) Necessary Adapter kit for the above services will be provided by the contractor. ii) Deployment both in wireline and tubing conveyance.		

PROFORMA-A

LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)
TO BE IMPORTED INCONNECTION WITH EXECUTION
OF THE CONTRACT

(PROFORMA-A SHOWING CIF VALUE TO BE UPLOADED IN PRICE BID)

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

(1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".

(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".

(3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorised Person's Signature: ________________
Name: ______________________________

Seal of the Bidder:

PROFORMA-B

PRICED BID FORMAT

THE PRICE BID FORMAT IS ATTACHED UNDER "NOTES AND ATTACHMENTS" TAB OF THE OIL's E-TENDER PORTAL

PROFORMA-C

BID FORM

To
M/s. Oil India Limited,
P.O. Duliajan, Assam, India

Sub: IFB No. CDG0589P26 for Hiring of five (05) numbers of Wireline Logging Units with services

Gentlemen,

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

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

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

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

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

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

Dated this ____________ day of _________________ 2025.

Authorised Person's Signature: ________________

Name: _____________________________

Designation:________________________

Seal of the Bidder:

PROFORMA-D

STATEMENT OF NON-COMPLIANCE

(Only exceptions/deviations to be rendered)

IFB NO. CDG0589P26 for Hiring of five (05) numbers of Wireline Logging Units with services

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

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Authorised Person's Signature: _________________

Name: _______________________________

Designation:_________________________

Seal of the Bidder:

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

PROFORMA-E

FORM OF BID SECURITY (BANK GUARANTEE)

To

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

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

SEALED with the said Bank this ______day of ______20__.

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

Contd.....P/2

Page 2

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

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

a) SIGNATURE AND SEAL OF THE GUARANTORS____________________________
b) Designation____
c) Name of the Bank____
d) Address ____

Note:

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

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid / as specified in the Tender.

*** The Bank Guarantee issuing bank branch shall ensure the following:

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

(i) MT 760 / MT 760 COV for issuance of Bank Guarantee

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

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to **ICICI Bank, Duliajan Branch,** IFSC Code- ICIC0000213, Unique identifier code (Field 7037)- OIL503988890, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under.

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

c. Further correspondence against BG towards Bid Security must contain the Tender Number.

PROFORMA-F

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited
Contracts Department
Duliajan, Assam - 786602

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

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

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

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

This guarantee is valid until the ------------day of ----------------

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

A. Issuing Bank:
   BANK FAX NO:
   BANK EMAIL ID:
   BANK TELEPHONE NO.:
   IFSC CODE OF THE BANK:

B. Controlling Office:
   Address of the Controlling Office of the BG issuing Bank:
   Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs.________________

b) This guarantee shall be valid till …………

c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before …………(Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after ……….. (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

SIGNATURE AND SEAL OF THE GUARANTORS ____________________
Designation: ________________________________
Name of Bank: ________________________________
Address: ______________________________________

Witness: ______________________________________
Address: ______________________________________
____

Date:______________
Place: ______________

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

The above message / intimation shall be sent through SFMS (indicating the Contract No.) by the BG issuing Bank branch to **ICICI Bank, Duliajan Branch**, IFSC Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank Limited, Duliajan Branch, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam-786602.

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

c. Further correspondence against BG towards Performance Security must contain the Contract Number.

PROFORMA-G

AGREEMENT FORM

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

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

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

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

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. ___________ (being **3% of Total Contract value**) with validity of 90 (Ninety) days beyond the defect liability/contract period.

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

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

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

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

(a) Section-I indicating the General Conditions of this Contract;
(b) Section-II indicating the Terms of Reference;
(c) Section-III indicating the Special Conditions of Contract;
(d) Section-IV indicating the Schedule of Rates.

(e) Section-V indicating Safety Measures

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

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

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

Signed, Sealed and Delivered,

For and on behalf of Company (Oil India Limited)	for and on behalf of Contractor (M/s. ________________________)
Name:	Name:
Status:	Status:
In presence of	In presence of
1.	1.
2.	2.

PROFORMA–H

PROFORMA LETTER OF AUTHORITY

TO
CGM- CONTRACTS (HoD)
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India

Dear Sir,

Sub: OIL's IFB No. CDG0589P26 for Hiring of five (05) numbers of Wireline Logging Units with services

We ____________________________of ________________________ confirm that Mr. _________ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against **CDG0589P26 for Hiring of five (05) numbers of Wireline Logging Units with services** for any commercial/Legal purpose etc.

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

Authorised Person's Signature: _________________

Name: _______________________________

Designation: _________________________

Yours faithfully,

Signature:

Name & Designation _________________

For & on behalf of ____________________

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

PROFORMA–I

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO
CGM- CONTRACTS (HoD)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

Sub: OIL's CDG0589P26 for Hiring of five (05) numbers of Wireline Logging Units with services

I/We ____________________________ confirm that Mr. ________________ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDG0589P26 for Hiring of five (05) numbers of Wireline Logging Units with services**
Yours Faithfully,

Authorised Person's Signature: _________________

Name: ______________________________________

Signature of Bidder: __________________________

Name: ______________________________________

Date: ______________________________________

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

&&&&&&&&&

PROFORMA–J

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

Ref. No.____________ Date ________

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. CDG0589P26 dated ______

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

ANNEXURE-J

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	**TURN OVER** In INR	**NET WORTH** In INR

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

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

Place:
Date:
Seal:

Membership Number: Signature

Registration No.:

UDIN:

PROFORMA-K

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

Certificate of Compliance of FINANCIAL CRITERIA:

Ref : Note 'b' under Clause 3.5 of Financial Criteria of BEC of Tender No. CDG0589P26

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

The balance sheet/Financial Statements for the financial year ________________ (as the case may be) has actually not been audited as on the Original Bid Closing Date.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory
Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. 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)

PROFORMA-M

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for Tender no. CDG0589P26 for **Hiring of five (05) numbers of Wireline Logging Units with services** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

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

Section: 1 -Commitments of the Principal

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

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.

(iii) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

(v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

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

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

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

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

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

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

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

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

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

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties or as mentioned in Section 9- Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 4 -Compensation for Damages

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

(2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for such reason.

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

(1) The Principal will enter into Pacts on identical terms with all bidders and contractors.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the

'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

(3) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).

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

……………………………….. **For the Principal** Date : Place :	………………………………….. **For the Bidder/Contractor** Witness 1: ………………………. Witness 2: ……………………….

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

&&&&&

PROFORMA-F1

UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited
Contracts Department
Duliajan, Assam –786 602

We, M/s……………………………………………………………………are submitting the performance security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. ……………………………………………… for an amount of INR/USD/EUR………………….................... valid up to .... as per terms and conditions of Tender/Contract No…………………………………………..

BG issuing bank details:

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

Declaration:

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

Authorised Signature_______________________
Name ___________________________________
Vendor Code______________________________
Email ID ________________________________
Mobile No ________________________________

Encl: Original bank guarantee

<u>PROFORMA-N</u>

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

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

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

WHEREAS

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

1. M/s.___________(Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.

2. M/s. _________ (<u>Parent Company/Subsidiary Company (Delete whichever not applicable) undertakes</u> to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Contract for which offer has been made by the <u>Parent Company/Subsidiary Company (Delete whichever not applicable)</u> and accepted by the bidder.

3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.

4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the contract.

5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of (Bidder)	For and on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable)
M/s. Witness: 1) 2)	M/s. Witness: 1) 2)

PROFORMA-O

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

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

DEED OF GUARANTEE

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

WHEREAS

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

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

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

1. The Guarantor (Parent Company/ ***Subsidiary Company (Delete whichever not applicable***) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.

3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.

4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of ...., India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

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

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

M/s ______________________

Signature________________

Name:_______________

Designation:_________

Common seal of the Company:____________

Witness:

1. Signature ________________
   Full Name ________________
   Address ________________

Witness:

2. Signature ______________
   Full Name ______________
   Address ______________

PROFORMA-Q

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

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

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

WHEREAS

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

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

1. M/s._______(Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.

2. M/s. _______(Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.

3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.

4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing

the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.

6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.

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

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

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

PROFORMA–XIX

FORM OF PERFORMANCE BANK GUARANTEE BY SUPPORTING COMPANY

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

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

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

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

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

This guarantee is valid until the __________________day of __________________.

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

A. Issuing Bank:

   BANK FAX NO:

   BANK EMAIL ID:

   BANK TELEPHONE NO:

   IFSC CODE OF THE BANK:

B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS ____________________

Designation __________________________________

Name of Bank _________________________________

Address ______________________________________

Witness ______________

Address _______________

____

Date: ____________

Place: ____________

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

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

PROFORMA-XX

DECLARATION FORMAT

(as per BEC Clause No. 3.1.3 E. c.)

[On Bidder's Letter Head]

To,

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

Dear Sir,

This has reference to your Tender No. **CDG0589P26** Dated ……… 20___ on the subject ………………………………………………

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

Signature

(Name & Designation of Authorized person)

PROFORMA-JVCG

JOINT VENTURE COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at ………. this ……. day of ……… by M/s ……………………….. [Name of JV member with more than 50% stake] a company duly organized and existing under the laws of ………………… (insert jurisdiction/country), having its Registered Office at ……………………………………. hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. ____________ for ________________ and M/s _________________[Name of the incorporated Joint Venture Company] intends to bid against the said tender based on the financial strength of M/s _______________ [Complete Name of JV member with more than 50% stake] and whereas M/s _______________ [Complete Name of JV member with more than 50% stake] represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

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

1. The Guarantor confirms it hold ……. (in percentage, should be more than 50%) stake in the M/s _________________ [Name of the incorporated Joint Venture Company].
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR …….. during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is minimum INR …….. for the accounting year preceding the original bid closing date.
5. The Guarantor undertakes to provide financial support to ……. [Name (s) of other JV members] for executing the project/job, in case the same is awarded to the M/s _________________ [Name of the incorporated Joint Venture Company].

The Guarantor represents that:

(a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to …… [Name of the incorporated Joint Venture Company].

(b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the contract price entered between the M/s __________________ [Name of the incorporated Joint Venture Company] and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) This Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

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

For and on behalf of the bidder M/s ………	For and on behalf of M/s ……… (Name of JV member with more than 50% stake)
<u>Witness:</u> 1. 2.	<u>Witness:</u> 1. 2.

PROFORMA-V

PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY

(To be submitted on official letter head)

TO
M/s OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDG0589P26

M/s ____________________________ having registered office at _________________________ intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, we hereby certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder, M/s _______________________________ have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having ____ nos. of pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature: _________________

Name: ______________________________________

PROFORMA-W

[TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]

Name:

FULL Address:

Phone Number:
Mobile Number:
E-mail address:
Fax Number:
Bank Account Number (in which the Bidder wants remittance against invoices):
Bank Name:
Branch:
Address of the Bank:
Bank Code:
IFSC/RTGS Code of the Bank:
NEFT Code of the Bank:
PAN Number:
GST Registration Number:

____
Signature of Bidder with Official Seal

PROFORMA-XXI

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

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS

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

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

6. The Guarantor confirms that the Bidder is a wholly owned subsidiary of the Guarantor.
7. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
8. The Guarantor have an annual financial turnover of minimum INR ……..(or equivalent USD ……………..) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
9. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
10. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
    The Guarantor represents that:

(a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
(b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
(c) This Guarantee has been issued after due observance of the appropriate laws in force in India.
(d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
(e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
(f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of (Bidder)	For and on behalf of (Parent/Ultimate Parent/Holding Company) (Delete whichever not applicable)
Witness:	Witness:
1.	1.
2.	2.

PROFORMA-COMMERCIAL CHECKLIST

COMMERCIAL CHECK LIST

Bidder's Name:______________________________

TENDER NO. CDG0589P26

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

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST ……………..%
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120(One hundred and twenty) days from Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm that percentage of Local Content along with Certification of Incorporation and other relevant documents required has been	

	submitted (for claiming benefits as per PP:MII policy)	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/ Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

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

Signature ___________________________

Name _______________________________

Designation _________________________

Office Stamp ____________________________

PROFORMA **:TECHNICAL EVALUATION SHEET FOR BEC/BRC**

TENDER NO. CDG0589P26

Bidder's Name: ______________________________

Clause No	Description	Compliance by Bidder		Relevant Page. No. of Supporting Documents
		Yes	No	
1.0				
1.1				
1.2				
2.0				
2.1				
2.2				
2.3				
2.3.1				
2.3.2				
2.3.3				
2.3.4				
2.4				
A.				
B.				
C.				
D.				
E.				
2.5				
2.5.1				
2.5.2				
2.6				
3.0				
3.1				
3.2				
3.3				
3.4				

Clause No	Description	Compliance by Bidder		Relevant Page. No. of Supporting Documents
		Yes	No	
3.5				
4.0				
4.1				
4.2				
4.3				
4.4				
4.5				
4.6				
4.7				
4.8				
4.9				
4.10				
4.11				
4.12				
4.13				
4.14				
4.15				
4.16				
4.17				
5.0				
5.1				
5.2				
5.3				
5.4				
5.5				
5.6				
5.7				
5.8				
5.9				

Clause No	Description	Compliance by Bidder		Relevant Page. No. of Supporting Documents
		Yes	No	
5.10				
5.11				
5.12				
5.13				
5.14				
6.0				
6.1				
6.2				
6.3				
6.4				
6.5				
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6.7				
7.0				
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7.1.1				
7.1.2				
7.2				
8.0				
8.1				
8.1.1				
8.1.2				
8.1.3				
8.1.4				
8.2				
9.0				
9.1				
9.2				
9.3				
9.4				
10.0				

EXHIBIT–I

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT–II

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT–III

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

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

OR

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

APPENDIX-1

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

(On Bidder's Letter Head)

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

Sub: Undertaking/Declaration regarding financial standing.

Ref: BEC clause no. 4.16 against **Tender no. CDG0589P26 for Hiring of five (05) numbers of Wireline Logging Units with services**

We, ________________________ (name of bidder), hereby confirm that:

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

(OR)

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

Place: ____________________

Date: _____________________

____
(Name & Signature of the authorised signatory of the bidder)

APPENDIX-2

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

To,
M/s. OIL INDIA LIMITED

Tender No.: CDG0589P26 for Hiring of five (05) numbers of Wireline Logging Units with services

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

Ref: Tender No. _______________

a) We, __ (Name of the bidder) solemnly affirm that we have read and understood OIL's Banning Policy as available at OIL's website https://www.oil-india.com/banning-policy and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.

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

c) We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

d) We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the "Banning Policy" of Oil India Limited:

Sl. No.	Name	Address	PAN No.	GST No.	OIL Vendor Code

Place: ______________________
Date: ______________________

____
(Name & Signature of the authorised signatory of the bidder)

PROFORMA-XY

Format for undertaking by Foreign Bidders towards taking payment against Expenses in India (To be typed on the letter head of the bidder)

Ref. No____________ Date ________

Sub: Undertaking for taking payment against Expenses in India against tender no. CDG0589P26

CGM-Contracts (HoD)

Contracts Department,

OIL, Duliajan

Sir,

With reference to our quotation against Tender no. **CDG0589P26**, we hereby confirm that we have gone through the Tender document in toto and quoted Expenses to be incurred in India in percentage (%) against each line item (wherever applicable) of the Price Bid Format **(Proforma-B).** We have quoted after proper due diligence and take full responsibility for the same. We agree to the condition that during payment (if successful), the "Expenses in India" component of the price shall be converted to INR (if quoted price is other than INR) considering the conversion rate as per Clause No. 21.0 of ITB. If any Expense is incurred in India over and above the aforesaid percentage (%), then we will inform Oil India Limited in due course of time and same will also be considered while calculating "Expenses in India" component.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable

PROFORMA-BS

PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To **M/s OIL INDIA LIMITED,** **CONTRACTS DEPARTMENT,** **DULIAJAN, ASSAM, INDIA,** **PIN-786602**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

WHEREAS, (Name of Bidder) ___________________ (hereinafter called "the Bidder") has submitted their offer Dated _______ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. ___________ KNOW ALL MEN BY these presents that we ________________ (Name & address of the "Insurer") ___________ having our registered office at ________________ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs. ....(Rupees .... only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety Insurer

SEALED with the said Insurer this ___ day of __________ 20__________

THE CONDITIONS of these obligations are:

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

<u>NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:</u>

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surely Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.

3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

4. Notwithstanding anything contained herein:

   a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . (currency in words only) . . . . .

   b) This Insurance Surety Bond shall remain in force upto ___________ and any extension(s) thereof; and

   c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of ………………….(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this ___________day of ____________ 20__ at ____________.

Witness:	**Issuing Authority:**
……………………………………………	…………………………………………
(Signature	(Signature
…………………………………………..	…………………………………………
Name	Name
…………………………………………	…………………………………………
(Designation & official address)	(Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No………………
Date……………………………………

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter/Introduction" of the Tender.

e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

PROFORMA-PS

PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"

(To be stamped in accordance with the Stamp Act)

To **M/s OIL INDIA LIMITED,** **CONTRACTS DEPARTMENT,** **DULIAJAN, ASSAM, INDIA,** **PIN-786602**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB in figures) _________________________ (in words________________), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we, undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this ISB, and we hereby waive notice of such change, addition or modification.
<u>NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:</u>

5. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surely Insurer with any other person.

6. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.

7. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

8. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . (currency in words only) . . . . .

b) This Insurance Surety Bond shall remain in force upto ___________ and any extension(s) thereof; and

c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of ………………….(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this ___________day of ____________ 20__ at ____________.

Witness:	**Issuing Authority:**
………………………………………… (Signature	………………………………………… (Signature
………………………………………… Name	………………………………………… Name
………………………………………… (Designation & official address)	………………………………………… (Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No……………….
Date……………………………………

INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter/Introduction" of the Tender.

e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Contractor must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

<u>ANNXURE-F</u>

LIH-Claim Format

<u>Undertaking that the particular equipment/tool in question is not covered by contractor's insurance</u>

TO BE NOTARIZED

<u>UNDERTAKING</u>

<u>Ref Clause No. 13.3.3 of SCC: LOSS OF SUB-SURFACE TOOL/EQUIPMENT of the Contract</u>

I/We ………………………………… the authorized signatory(s) of (Company or firm name with address) do hereby solemnly affirm and declare as under: -

(1) That, my/our above Company/Firm has participated in the Tender IFB No. …………………..

(2) That, our firm has been awarded with the Contract no ………………. for ………………

(3) That, as required under Clause-14.12 of the GCC of the Contract, we have taken insurance to cover all risk in respect of our personnel, materials & equipment belonging to us or our sub-contractor during the currency of the contract including the third-party items/consumables.

(4) That, I/we also declare that the tools / equipment which are below Rotary Table or in the well bore provided under the above tender/contract are not covered under any Insurance Policies.

(5) That, the statements made in above paras are true to the best of my/our knowledge and belief. That in case of the any of the above statement is found to be false/ incorrect/misleading at any point of time during the currency of the contract, OIL shall be at liberty to initiate necessary action against the Company/Firm in terms of the Contract.

Place : ………………………

Date : ……………………… SIGNATURE OF THE DECLARANT

Appendix-VII

Questionnaire for vendors and suppliers

			Response
1. Emissions	What was the GHG emission for the last financial year ?	a) Scope 1 GHG emissions (kg CO_2e)	
		b) Scope 2 GHG emissions (kg CO_2e)	
	What was the GHG emission per unit of revenue for the last financial year?	a) Scope 1 GHG emissions (kg CO_2e)	
		b) Scope 2 GHG emissions (kg CO_2e)	
2. Decarbonization strategy & targets	Do you have a Net Zero target? If yes, please state the year		
	Do you have an emissions reduction target? If yes, are the targets absolute emissions based, or intensity based?		
	Please state the target for reduction in next financial year	a) Scope 1 GHG emissions/emissions intensity	
		b) Scope 2 GHG emissions/emissions intensity	
	Please provide information on a few decarbonization initiatives undertaken (describe the initiatives and their respective impact)		
3. Waste & Water Mgt.	Do you have any initiatives for waste management including solid wastes, liquid wastes and hazardous waste?		
	Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?		
4. Disclosures	Are your current emissions verified? If yes, please name the assuring body		
	Are your emissions targets validated (eg: SbTi)? If yes, please name the methodology		
	Are you rated by any of the ESG rating agencies? If yes, please specify the agency and rating		

Suppliers and vendors may refer to the explanatory note for any questions or clarifications pertaining to any of the question s above.

Explantatory Note-ESG Questionnaire for Suppliers & Vendors

1 Emissions Reporting

What are Greenhouse Gas (GHG) Emissions?

Greenhouse gas (GHG) emissions refer to gases that trap heat in the Earth's atmosphere, contributing to global warming and climate change. These include carbon dioxide (CO_2), methane (CH_4), and nitrous oxide (N_2O), among others. GHG emissions are generated from various sources, such as burning fossil fuels, industrial activities, and deforestation.

What are Scope 1 and Scope 2 Emissions?

- **Scope 1 Emissions:** Direct emissions from sources owned or controlled by your company (e.g., fuel combustion in company-owned vehicles, boilers, and generators).
- **Scope 2 Emissions:** Indirect emissions from purchased electricity, steam, heating, and cooling consumed by your company. These emissions occur at the power generation source but are attributed to your business due to electricity consumption.

How to Calculate GHG Emissions?
Emissions are typically calculated using the following formula:
GHG Emissions (kg CO2e) = Consumption data × Emission Factor

- **Consumption Data**: Fuel consumption (liters), electricity use (kWh), etc.
- **Emission Factor**: Standard values published by organizations like the IPCC
  Examples:

1. **Fuel Consumption-Based Calculation (Scope 1):**
   - If you use 1,000 liters of diesel in company vehicles, and the emission factor for diesel is 2.68 kg CO_2e per liter, your emissions are: 1,000×2.68=2,680 kg CO2e
2. **Electricity Consumption-Based Calculation (Scope 2):**
   - If your facility consumes 5,000 kWh of electricity, and the emission factor for your electricity provider is 0.4 kg CO_2e per kWh, your emissions are: 5,000×0.4=2,000 kg CO2e

Sample Responses:

Question	Sample Response
What was the GHG emission for FY24?	a) Scope 1: 10,500 kg CO_2e
	b) Scope 2: 8,200 kg CO_2e
What was the GHG emission per unit revenue for FY24?	a) Scope 1: 2.5 kg CO_2e per INR 1,000 revenue
	b) Scope 2: 1.8 kg CO_2e per INR 1,000 revenue

2 Decarbonization Strategy & Targets

Net Zero and Emission Reduction Targets

- **Net Zero Target**: A Net Zero target refers to a commitment to reducing emissions to as close to zero as possible, with residual emissions offset by carbon capture or other means. OIL would like to know if your organization has set any targets of becoming net zero, and if so, what is the targeted year.

- **There are 2 types of defining the target:**

  Absolute Reduction: A fixed percentage decrease in emissions over a period (e.g., 10% reduction by 2030).
  Intensity-Based Reduction: Reduction in emissions per unit of production or revenue (e.g., 15% reduction per product by 2025).

Sample Responses:

Question	Sample Response
Do you have a Net Zero target? If yes, please state the year	Yes, by 2040
Do you have an emissions reduction target? If yes, are the targets absolute emissions based, or intensity based?	Yes, we aim for an absolute 40% reduction by 2030, and 100% by 2040
Please state the target for reduction in FY24.	a) Scope 1: 10% absolute reduction
	b) Scope 2: 10% absolute reduction
Please provide information on a few initiatives undertaken (describe the initiatives)	Afforestation EV inclusion Electrification of gas-based equipment Renewable energy setup
How much of the reduction targets have been achieved till date? (eg: more than 80% achieved, less than 20% etc)	~5 % reduction has been achieved

3. Waste & Water Management

Waste Management Initiatives

In order to answer the question regarding waste management initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Recycling and reusing materials
- Proper disposal of hazardous waste
- Reducing landfill waste through composting or waste-to-energy programs

Water Conservation Initiatives

Similar to the waste management initiatives, in order to answer the question regarding water conversation initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Monitoring water consumption with meters
- Installing water-efficient fixtures
- Treating wastewater before discharge

Sample Responses:

Question	Sample Response
Do you have any initiatives for waste management including solid wastes, liquid wastes and hazardous waste?	Yes, we recycle 60% of our production waste and have SOPs in place for proper dispose of hazardous materials.
Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?	Yes, we have meters to monitor water withdrawals and have a wastewater treatment process.

4. Disclosures

Verification & Validation of Emissions Data

- **Current emissions verification:** There are certain third-party agencies that verify an organization's emissions. These organizations provide independent assessments to ensure transparency and accuracy in emissions reporting. Verification by such agencies enhances credibility and aligns businesses with best sustainability practices. In case your organization's current emissions are validated by such a third-party agency, please specify the name of such an agency.

- **Emissions target validation:** If you have a target of reducing your carbon footprint, certain organizations validate the roadmap of achieving a lower carbon footprint. In case you have prepared a roadmap and submitted it to SBTi or Transition Pathways Initiatives, and have received certificates that have validated the targets, please specify the agency that has validated your targets.

- **ESG Ratings:** Certain agencies assess organizations based on their disclosures, monitoring capabilities, and control measures, among other factors. Some of these agencies, such as CDP and S&P, are globally recognized for their ratings. If your organization has received a rating from any of these agencies, please specify the agency's name and your assigned rating.

Sample Responses:

Question	Sample Response
Are your current emissions verified? If yes, please name the assuring body	Yes, verified by XYZ agency
Are your emissions targets validated (eg: SbTi)? If yes, please name the methodology	Yes, validated by SBTi.
Are you rated by any of the ESGrating agencies? If yes, please specify the agency and rating	Yes, CDP rating: D.

****END OF TENDER DOCUMENT****

&&&