

OIL INDIA LIMITED
RAJASTHAN FIELD
JODHPUR

AMENDMENT No. 2 Dated 26.08.2022
To TENDER No. GEM/2022/B/2344127

This amendment against Tender No. GEM/2022/B/2344127 is issued as under:

1.0 Revised Tender Document Along with Revised Proforma-A1, Proforma-A2 and Proforma-B has been uploaded in the GeM portal. Bidders to refer the same and submit their bids accordingly. Editable version of Proforma-A1, A2 and Proforma-B are attached within this file.

2.0 Replies to Pre-bid queries have also been uploaded on GeM portal for the reference of the bidders.

3.0 The Bid Closing/Technical Bid Opening Date of the Tender is extended as:
Bid Closing Date & Time : 14.09.2022 at 15-00 hrs. (IST)
Technical Bid Opening Date &Time: 14.09.2022 at 15-30 hrs. (IST)

4.0 All other terms & Conditions remain unchanged.

DATE: 27.08.2022

GeM Availability Report ID: GEM/GARPTS/12072022/70BZSM61D1D2

Sub: Hiring of 01 (One) No. Wireline Logging Unit with Services for Oil India Limited Operation Area in Rajasthan Fields for a period of 02(Two) years.

Dear Sirs,

1.0 Rajasthan Fields of OIL INDIA LIMITED (OIL) a Government of India Enterprise, is engaged in exploration and production of Natural Gas and experimental production of Heavy Oil/Bitumen from western Rajasthan. The Office is situated at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India.

2.0 For your ready reference, few salient features (Covered in details in this bid document) are highlighted below:

IFB No./ Tender No.	GEM/2022/B/2344127
a. Type of IFB.	GEM Open Tender
b. Bid Closing Date & Time.	14.09.2022 at 11-00 hrs (IST).
c. Bid (Technical) Opening Date & Time	14.09.2022 at 15-00 hrs (IST).
d. Priced Bid Opening Date & Time.	Will be intimated to the eligible Bidders nearer the time.
e. Bid Submission Mode.	Bid to be uploaded on-line on Government e-Marketplace (GeM) portal.
f. Bid Opening Place.	Office of the GM-C&P, Oil India Ltd., 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India.
g. Bid Validity.	80 days from bid Closing date.
h. Amount and Validity of Performance Security.	Performance security @3% of annualized contract value is applicable against this contract valid up to 3 months from date of expiry of contract
i. Duration of the Contract.	Two (02) years
l. Quantum of Liquidated Damage for Default in Timely Mobilisation.	Refer clause No. 30.0 of General Conditions of Contract (Part-3, Section-I)
m. Bids to be addressed to.	GM-C&P, Oil India Ltd., 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India

3.0 This is the revised tender document uploaded based on the queries received during the pre-bid meeting and the deliberation held during the meeting. Bidders to refer the document carefully and submit their bids accordingly.

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

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

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

5.2 Vendors may also refer to the Seller Help Document for participating in the tender which is uploaded under "For Vendors << GeM Tender" in OIL's Website. The URL for the same is provided below for ready reference:

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

6.0 **IMPORTANT NOTES:**

6.1 Bidders shall take note of the following important points while participating in GEM tender:

i) The bid along with all supporting documents must be submitted through GEM only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "BID AGAINST TENDER NO. GEM/2022/B/2344127" and addressed to GM (C&P), OIL INDIA LTD., Rajasthan Field, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan (India):

- a) Printed catalogue and Literature, if called for in the tender.
- b) Any other document required to be submitted in original as per tender requirement.

The above documents must be received at OIL's GM- (C&P)'s office at Jodhpur on or before the Bid Closing date and time failing which the bid shall be rejected.

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

Note: The breakup of the quoted / offered price, as per the prescribed Price Bid Format **MUST NOT** be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.

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

- i) Bid Evaluation Criteria (Part-2)
- ii) Scope of Work / Special Conditions of Contract / Schedule of Rates (Part-4)
- iii) General Conditions of Contract (Part-3)
- iv) Instruction to Bidders (Part-1)
- v) GeM Terms and Conditions

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

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

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

Thanking you,

Yours faithfully,

OIL INDIA LIMITED

(Bhavik Mody)

Sr. Manager (C&P)

For General Manager (C&P)

For Executive Director (RF)

PART-1
INSTRUCTIONS TO BIDDERS

- 1.0 **Eligibility of the bidder:** The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.1 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.0 **Bid Documents:** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) Tender Forwarding Letter
 - b) Instructions to Bidders (Part-1)
 - c) Bid Evaluation Criteria (Part-2)
 - d) General Conditions of Contract (Part-3)
 - e) Scope of Work / Special Conditions of Contract / Schedule of Rates (Part-4)
 - f) List of items (equipment, tools, accessories, spares & consumable) to be imported in connection with execution of the contract showing CIF value, (Proforma-A1 & A2)
 - g) Price Schedule Format, (Proforma-B, B1, B2)
 - h) Bid Form, (Proforma-C)
 - i) Statement of Compliance, (Proforma-D)
 - j) Performance Security Form, (Proforma-F)
 - k) Sample Agreement Form (Proforma-G)
 - l) Proforma of Letter of Authority (Proforma-H)
 - m) Authorisation for Attending Bid Opening (Proforma-I)
 - n) Integrity Pact (Proforma -J)
 - o) Proforma of Bank Guarantee towards PP-LC (Proforma -L)
 - p) Purchase preference policy-linked with Local Content (PP - LC) (Proforma -M)
 - q) Certificate of Compliance of Financial Criteria (Proforma -N)
 - r) Proforma of Bank Guarantee towards Ultimate Parent/Supporting Company (Proforma -P)
 - s) General HSE Guidelines (Appendix-A)
 - t) Procedure for obtaining Labour Licence (Appendix-B)
 - u) Undertaking regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India (Appendix-C)
 - v) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company (Attachment – I)
 - w) Parent Company/Subsidiary Company Guarantee (Attachment – II)
 - x) Format of Agreement between Bidder and Sister Subsidiary/Co-subsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary / Co-Subsidiary (Attachment –III)
 - y) Corporate Guarantee (Attachment-IV)
 - z) Undertaking of authenticity of information/documents submitted (Annexure-X)
- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid

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

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

3.0 **Transferability of bid documents:**

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

- 3.2 Unsolicited bids will not be considered and will be rejected straightway.

4.0 **Amendment of bid documents:**

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

- 4.2 The Addendum will be uploaded in GEM Portal. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the GEM portal for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 **Preparation of Bids**

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

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

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

(A) Technical Bid (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) Statement of Compliance as per Proforma-D.
- d) Integrity Pact digitally signed by OIL's competent personnel as Proforma-J.

- e) Declaration as per Appendix-C
- f) Undertaking as per PP-LC policy
- g) MSE certificate, if applicable
- h) All other relevant Undertakings and Proformas as applicable as part of Bid.

Note: Please note that, no price should be mentioned in the “Technical bid” else the offer will be rejected straightaway.

(B) Price Bid (to be uploaded in “Financial Document”

Bidder shall quote their prices in the following Proforma available in OIL’s E-procurement portal in the “Financial Document”:

- a) Proforma-B showing the items to be imported with the CIF values
- b) Price-Bid Format as per Proforma-A, A1, A2, A3, B1
- c) Bid Form as per Proforma-C

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

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

7.0 **Bid Price:**

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

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

7.3 All duties (except customs duty which will be borne by the Company) and taxes (including 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:** A Bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price. Bidders can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies. However, currency once quoted will not be allowed to be changed.

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

10.0 **BID SECURITY: Not Applicable**

11.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: Not Applicable

12.0 PERIOD OF VALIDITY OF BIDS:

12.1 Bids shall remain **valid for 80** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the Bidder in their bid about the bid validity, it will be presumed that the bid is valid for 80 days from Bid Closing Date.

12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 SUBMISSION OF BID:

13.1.1 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.

13.1.2 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 initialled by the person or persons who has/have digitally signed the Bid.

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

13.2 Submission of Bid:

The tender is processed on GEM portal. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through GEM portal within the Bid Closing Date & Time stipulated in the e-tender. Vendors must use their GeM Seller ID and Password for participation in the tender. Vendors who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - <https://gem.gov.in/>. Vendors may also refer to the Seller Help Document for participating in the tender which is uploaded under „For Vendors << GeM Tender“ in OIL's Website. The URL for the same is provided below for ready reference:

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

No price should be given in the technical bid, 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 GM-C&P, Oil India Ltd., Rajasthan Field, OIL House, 2A, District Shopping Centre, Saraswatinagar, Basni, Jodhpur-342005, India before the scheduled bid closing date and time:

- a) Printed catalogue and literature if called for in the bid document.
- b) 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:** Not Applicable.
- 15.0 **DEADLINE FOR SUBMISSION OF BIDS:**
- 15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 15.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the 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 mentioned above on or before the scheduled Bid Closing Date and time. Timely delivery of the same is the responsibility of the Bidders.
- 16.0 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid.
- 17.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**
- 17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the GEM portal using.
- 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 debarment from participation in future tenders of OIL as per the Banning Policy of OIL.
- 18.0 **EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.
- 19.0 **BID OPENING AND EVALUATION:**
- 19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-I) from the Bidder must be produced by the

Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Bid" will be opened.

- 19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 19.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, and such other details as the Company may consider appropriate.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 20.0 **OPENING OF PRICED BIDS:**
- 20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

- 20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit 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 **CONVERSION TO SINGLE CURRENCY:** While evaluating the bids, the closing 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. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.
- 22.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC)**, of the Bid Document.
- 22.1 **DISCOUNTS / REBATES:**
- 22.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 22.1.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.
- 22.2 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.
- 22.3 **EXCHANGE RATE RISK:** Since Indian Bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.
- 22.4 **REPATRIATION OF RUPEE COST:** Not Applicable.
- 23.0 **CONTACTING THE COMPANY:**
- 23.1 Except as otherwise provided in Clause 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 19.5.
- 23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.
- 24.0 **AWARD OF CONTRACT**
- 24.1 **AWARD CRITERIA:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 25.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject

all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidder of the grounds for Company's action.

26.0 NOTIFICATION OF AWARD:

26.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail or through GeM portal 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 below.

27.0 PERFORMANCE SECURITY: On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of award of contract for an amount specified in the GEM portal as per Proforma-F and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee from Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

27.1 Performance security @3% of annualized contract value is applicable against this contract. The Performance Bank Guarantee shall be denominated in the currency of the contract.

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

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

Full address.

Branch Code.

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

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

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

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

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

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

(b) "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 Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003".

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

Bank Name & Location : State Bank of India, Jodhpur

Account No. : 00000010827354741

IFSC Code : SBIN0000659

Account Type : Current Account

- 27.8 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.
- 27.9 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 27.10 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and debarment of the bidder for a period of two years automatically without conducting any enquiry.
- 27.11 In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.
- 28.0 **SIGNING OF CONTRACT:**
- 28.1 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 as per the Banning Policy of OIL.

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

- 29.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:** If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be banned for a period of 3 (three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.
- 30.0 **CREDIT FACILITY:** Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.
- 31.0 **MOBILISATION ADVANCE PAYMENT:**
- 31.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 31.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 31.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.
- 32.0 **INTEGRITY PACT:**
- 32.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma-J 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 GEM portal will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 32.2 OIL has appointed the following persons as Independent External Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:
1. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail: rudhra.gangadharan@gmail.com
 2. Shri Sutanu Behuria, IAS (Retd.);
E-mail: sutanu2911@gmail.com
 3. Shri Om Prakash Singh, IPS (Retd.);
E-mail: ops2020@rediffmail.com
- 33.0 **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.

- 34.0 **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.
- 35.0 **VENDOR REGISTRATION ON GOVERNMENT E-MARKETPLACE (GEM):** Bidder to register in GeM portal and submit their offers in the portal itself.
- 36.0 General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.
- 37.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.
- 38.0 The User Manual provided on the e-portal on the procedure How to create Response for submitting offer may be referred for guidance.
- 39.0 **Document Verification:** Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. Germanischer Llyod Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com

iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulflloyds.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

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

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

submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

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

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

39.4 Verification of documents are normally categorised as under:

i) General Requirement:

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

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

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

iii) Technical Criteria

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

iv) Financial Criteria

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

Considering the time required for preparation of Financial Statements, if the last date of the preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the

Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original bid closing date as per format'.

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

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

- 40.0 **COMPLIANCE OF OFFICE MEMORANDUM F.NO. 6/18/2019-PPD DATED 23RD JULY, 2020:** Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable. Bidders must submit duly sealed & signed undertaking as per format provided vide **Appendix-C** along with the technical bid.
- 40.1 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.
- 40.2 Validity of Registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 40.3 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 40.4 "Bidder from a country which shares a land border with India "for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 40.5 The beneficial owner for the purpose of (iii) above will be as under:
- 40.5.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more

juridical person, has a controlling ownership interest or who exercises control through other means. Explanation:

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

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

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

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

40.5.4 Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

40.7 The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

41.0 **PURCHASE PREFERENCE FOR MICRO & SMALL ENTERPRISE:** Categorisation
41.1 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 subsequent amendments issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of March, 2022 as per CG-DL-E-19012022-232763 dated 19.01.2022.

41.2 The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

i. Udyam Registration Number (URN) with Udyam Registration Certificate(URC)
OR

ii. Proof of registration 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 Udyog Aadhar registration or registration with any other body specified by

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

- 41.3 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.
- 41.4 Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.
- 41.5 In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.
- 41.6 Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.
- 41.7 Provisions such as seeking support from another company by way of submission of JV/ consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In that case all the members of the Consortium including the leader of the Consortium should be the eligible MSEs. Further, in case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE.
- 42.0 **PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) PP-LC:** Purchase Preference linked with Local Content will be applicable as per latest Govt. Guidelines as mentioned in Proforma-M. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.
- 42.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. In case a bidder seeks EMD exemption benefit under MSE policy, they shall be eligible for Purchase Preference under MSE Policy only.

END OF PART - 1

PART-2

BID EVALUATION CRITERIA (BEC)

FOR HIRING OF WIRELINE LOGGING UNIT FOR OPERATIONS AT OIL, RAJASTHAN FIELD FOR A PERIOD OF TWO YEARS.

- A) **GENERAL CONFORMITY**: The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected:

1.0 **TECHNICAL**: Bidders must meet the following criteria:

- 1.1 Bidder: The Bidder must be incorporated in India and must maintain minimum 20% local content for the offered services. With regard to calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase Preference Policy (Linked with Local Content) shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.

- 1.1.1 Bidder can be any proprietorship firms, partnership firms, private limited companies, Public limited companies including PSUs, Consortium or incorporated Joint Venture (JV) meeting the Bid Evaluation Criteria as mentioned below.

1.2 The bidder must quote for the items listed below:

- a) Logging Unit with (Standard tools + Special tools): as described in (Table-1)
- b) Data processing services as described in (Table-2)

Note: Bidders must quote for all the Logging Services and data processing services as described above. Part offer (i.e. offer for part items of Table-1 and Table-2 will not be accepted and rejected.

1.3 **Experience of Bidder**:

- (i) The Bidder must have at least 5 (five) years' experiences of providing satisfactory Wireline Logging Services - both open-hole and cased-hole, perforations and other well completion Services. 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 years reckoned** from the original bid closing date of this tender.

Also, Bidder must have the experience of both open-hole and cased-hole logging, perforations and other services as per Scope of Work in wells of more than 2000 m depth. Towards experience of 150 nos. of jobs, bidder

must submit required supporting documents such as copies of LOA, Contract Copy / Work Order along with either of the following:

a) Performance Certificate/Completion Certificate from employer engaged in exploration and development activities mentioning the number of open hole & cased hole jobs performed.

OR

b) Undertaking from the Authorized Signatory of the bidder confirming the number of open hole & cased hole jobs performed.

- (ii) The Bidder must categorically confirm to deploy the required number of qualified, experienced, and competent manpower for carrying out the wireline logging, perforation and other associated operations under the Contract. Logging engineer(s) to be deployed must have relevant experience of minimum 3 years in wireline logging and perforation jobs. Bidder to confirm to obtain OIL's approval before deployment of the above personnel during mobilization. OIL reserves the right to accept or reject the Bidder's proposed personnel without assigning any reason. No change in the assigned crew and wellsite should be done without prior approval from OIL.
- (iii) The Data Processing personnel must have minimum 4 (four) years' experience in processing and interpretation of wireline log data, as mentioned in the Scope of Work. Bidder to confirm to obtain OIL's approval before deployment of the above personnel during mobilization. OIL reserves the right to accept or reject the Bidder's proposed personnel without assigning any reason. No change in the assigned crew and wellsite should be done without prior approval from OIL.

1.4 Vintage:

- (i) Bids must meet the Vintage requirement of tools, equipment & Logging Unit as mentioned in Scope of Work.
- (ii) All Tools, Equipment and Units required for the services should be of latest version and should not be more than 10 years old as on the original bid closing date, as mentioned in Scope of Work. Bidder to confirm categorically the same in their bid.

1.5 Other Requirements: Bidder must comply the following:

- (i) The bids along with all technical documentation must be in English language only. **Otherwise, Bids will be rejected.**
- (ii) Bids must meet the Technical Specifications & requirement of all the Units/tools/ services as mentioned in Table-1& Table-2 of the bidding document.
- (iii) All the tools quoted by bidder which are mentioned in Scope of Work should preferably be available in India. It includes all standard, special and optional tools. Bidder to categorically confirm the same in their technical bid.

- (iv) Bids must not contain statements like “under field test and shall be supplied by the time the Contract is signed” or "Specifications will be upgraded in the event the Contract is awarded" w.r.t any tools/equipment that is to be supplied as given in the Scope of Work.
 - (v) The Logging Unit offered must be **truck-mounted integrated logging unit** capable of running all the Services of each category as given in the Scope of Work.
 - (vi) Bidders must give an undertaking to the effect that they are capable of processing and interpreting the log data to provide processed and interpreted provisional results to OIL, wherever applicable, within 72 hours from the time the logging survey is completed / recorded data is handed over to the Contractor at Rajasthan base/Contractor’s Data Processing Centre.
 - (vii) All the documents, certificates, information in support of meeting above criteria must be submitted along with the Technical Bid.
- 1.6 **Indian Joint Venture Company as bidder:** In case the bidder is bidding through a Joint Venture, then either the Indian bidder or its Joint Venture partner must meet the criteria under clause **1.2 & 1.3** above. The Joint Venture shall maintain minimum 20% local content as mentioned in clause 1.1 above.
- 1.6.1 Indian bidders quoting based on joint venture, shall submit a Memorandum of Association (MOA) with their joint venture partner clearly indicating their roles and responsibilities under the scope of work, which shall also be addressed to OIL and remain valid and binding throughout the contract period, including extension if any.
- 1.6.2 **Indian Joint Venture Companies with foreign participation:** 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 copy of Govt. approval, on their application submitted to SIA (Secretariat for Industrial Assistance), prior to the date of price bid opening. Bidder must submit along with their technical bid Memorandum of Understanding (MOU)/Agreement with their Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work.
- 1.6.3 MOU/Agreement concluded by the bidder with joint venture partner (in case of Joint Venture), must also be addressed to the Company, clearly stating that the MOU Agreement is applicable to this tender and shall be binding on them for the entire contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.
- 1.6.4 The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas partners/members, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

- 1.7 **Bidding Through Technical Collaboration:** In case, the Bidder is an Indian Company bidding through technical collaboration, the bidder should meet the experience criteria as per clause 1.2 & 1.3 above. The Indian Bidder shall maintain minimum 20% local content as mentioned in clause 1.1 above.
- 1.7.1 Also, in case the Indian Company does not meet the minimum experience criteria as per clause 1.2 & 1.3 above, they may also submit the bid on the strength of Technical Collaborator (in case of technical collaboration). However, Technical collaborator at its own shall meet the laid down experience criteria and not based on collaboration with some other firm(s). Also, the Indian company (in case of technical collaboration) must meet the financial criteria under Clause No. 2.1 and 2.2 below.
- 1.7.2 Indian bidders quoting based on technical collaboration, shall submit a Memorandum of Understanding (MOU) with their technical collaborator clearly indicating their roles and responsibilities under the scope of work, which shall also be addressed to OIL and remain valid and binding throughout the contract period, including extension if any.
- 1.8 **Bidder as a Consortium:** In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain minimum 20% local content as mentioned above. The following requirements must be satisfied by the Bidder:
- (a) The leader of the consortium must satisfy the minimum experience criteria as per clause no. 1.2 and 1.3 above.
 - (b) The leader of the Consortium must submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person and certified by the competent authority of the respective organization of the consortium members and notarized, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium and also authorize the leader for signing and submission bid on their behalf. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the “Scope of Work” of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium.
 - (c) Only the Leader of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.

- (d) The Bid Security undertaking shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.
- (e) The leader of the Consortium on behalf of the Consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the Consortium members.
- (f) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
- (g) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations. OIL may also consider direct payment to individual consortium members within the same vertical, provided the consortium, so formed is complied with the terms of the Circular No. 07/2016 dated 07th March 2016 issued by the Central Board of Direct Taxes (CBDT). For direct payment required for their part of scope of works, the same should be clearly indicated in the bid as well as in MoU along with member-wise details of price break up.
- (h) In case of Consortium bids, the bid shall be digitally signed by the authorized representative of the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid offer.
- (i) Documents/details pertaining to qualification of the BIDDER must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (j) **Constitution of Consortium:** If during evaluation of bid, a consortium leader proposes any alterations/ changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.
- (k) **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severely.
- (l) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal / Subsidiary / Co-subsidiary / Sister subsidiary will be rejected.

- (m) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.
- (n) The consortium partners should satisfy the experience criteria as per Clause 1.3 above in their respective domain.
- (o) The MOU / Agreement should be legally valid i.e., it should be on a non-judicial stamp paper and notarized.

1.9 Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company:

Offers of those bidders who themselves do not meet experience criteria as stipulated in clause 1.2 & 1.3 above can also be considered provided the bidder is a 100% subsidiary company of the parent company (Supporting Company) which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its 100% subsidiary company (Supporting Company). However, the parent/subsidiary company (Supporting Company) of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide Attachment-I, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide Attachment-II, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.

1.10 Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in clause 1.2 & 1.3 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 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/holding company or through any other 100% 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 1.2 & 1.3 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 Attachment-III, between them, their ultimate parent/holding company, along with the technical bid.
- (d) In the situations mentioned in clauses 1.9 and 1.10, following conditions are required to be fulfilled/documents to be submitted:
 - i) Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed at Proforma-P), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based ultimate parent does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security amount required to be submitted by the ultimate parent. In such case bidding company shall furnish an undertaking that their foreign based ultimate parent is not having any Permanent Establishment in India in terms of Income Tax Act of India.
 - ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case Supporting Company fails to submit Performance Bank Guarantee as per 1.10(d)(i) above, action shall be taken on the bidder as per clause 3.3 of Commercial criteria.

- 1.11 Any party who is extending support by way of entering into consortium /Joint Venture agreement with another party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.
- 1.12 **MOBILIZATION PERIOD:** Bidder must confirm unconditional acceptance to complete Mobilization **within 90 days** from the date of issuance of LOA (letter of Award) or issue of Mobilization Notice (whichever is later) from OIL in their technical bid. Bidders to categorically confirm to the same.

2.0 **FINANCIAL CRITERIA :**

- 2.1 Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least **INR 7.03 Cr.**
- 2.2 **"Net Worth"** of the Bidder should be positive for the preceding financial/ accounting year.
[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the

extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"].

- 2.3 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03(three) financial/accounting years should be submitted along with the technical bid.

Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months / within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original Bid Closing Date and the Financial Statements of the preceding financial / accounting year are not available with the Bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the Bidder has to submit an affidavit/undertaking certifying that ***“The balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited so far”***.

Notes :

(a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

- i) A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number, Firm Registration Number and UDIN (Unique Document Identification Number)), certifying the Annual turnover & Net worth as per format prescribed in Proforma-N.

OR

- ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign Bidders, self-attested/ digitally signed printed published accounts are also acceptable.

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

- 2.4 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the Bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the Bidder regarding converted figures in equivalent INR.

- 2.5 In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his

parent/ultimate parent/holding company, then following documents need to be submitted.

- i) Turnover of the parent/ultimate parent/holding company should be in line with Para 2.1 above.
- ii) Net Worth of the parent/ultimate parent/holding company should be positive.
- iii) Corporate Guarantee (as per Attachment-IV) on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
- iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.

2.6 In case, the Bidder is a consortium of companies, at least one member of the consortium to meet the financial turnover criteria vide para 2.1 above. The other members of consortium should meet minimum turnover of **INR 3.52 Cr.**, in any of the preceding 3 financial years.

3.0 COMMERCIAL CRITERIA

The following vital commercial criteria should be strictly complied with failing which the bid will be rejected:

- 3.1 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the GeM portal.
- 3.2 Bidder shall offer firm prices. Price quoted by the successful Bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.3 Bids with shorter validity from the bid closing date than the bid validity mentioned on the GeM portal, shall be rejected as being non-responsive.
- 3.4 No bid security shall be applicable against this tender. Instead of bid security, all the bidders are required to sign a Bid Security Declaration (Proforma-S) accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or submit the performance security (including performance security by supporting company, in case applicable) before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 3.5 The Integrity Pact must be uploaded along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 3.6 Bids received through the GeM portal shall only be accepted. Bids received in any other from shall not be accepted.

- 3.7 Bids submitted after the Bid Closing Date and Time shall be rejected.
- 3.8 The bid documents are not transferable. Bids made by Bidders who have not been issued the bid documents from the Company shall be rejected.
- 3.9 Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.
- 3.10 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by Bidders, in which case such corrections shall be initialed by the person(s) signing the bid.
- 3.11 The bidders must enter an all-inclusive price (including GST) against the “OFFER PRICE” field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, shall have to be furnished by the successful bidder to the buyer, only after the price bid opening.
- Note:** The breakup of the quoted / offered price, as per the prescribed Price Bid Format MUST NOT be uploaded with the technical bid; otherwise the bid shall be rejected straightway.
- 3.12 Any Bid containing false statement shall be rejected.
- 3.13 Bidder shall bear, within their quoted rates, all the taxes and duties including the personal tax as applicable in respect of their personnel and sub-contractor’s personnel, arising out of execution of the contract. Also, the Corporate Tax as applicable on the income from the contract will be to Contractor’s account.
- 3.14 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- 3.15 Bidder must comply to clause no. 39.0 (Independent Inspection of Bid Documents) of Part-1, Instruction to Bidders failing which their offer shall be summarily rejected.
- 3.16 There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected:
- i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage and penalty clause

- vii) Safety & Labor Law
- viii) Termination Clause
- ix) Integrity Pact
- x) Withholding Clause

- 3.17 **Customs duty:** The Services under the contract shall be carried out in PML and OALP blocks of OIL, thus, customs duty is not payable on items imported for execution of the contract. The Bidder should take note of this while submitting bid against the tender.

4.0 GENERAL

- 4.1 The compliance statement (enclosed **Proforma-D**) should be digitally signed and uploaded along with the technical bid (un-priced). The compliance Statement (**Proforma-D**) clearly indicating “**NIL Exception/Deviation**” to Tender clauses should be uploaded along with the Technical bid.
- 4.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 4.3 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.
- 4.4 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.
- 4.5 Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.
- 4.6 Arithmetical errors, if any, in the price bids will be rectified on the following basis. “If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected.”
- 4.7 **Goods & Service Tax:** The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Goods & Service Tax (GST). GST as applicable shall be extra to OIL's account limiting to the rate quoted by the bidder until any statutory change takes place. However, the liability of payment of GST will rest on the Contractor.

- 4.8 For conversion of foreign currency into Indian currency for evaluation of Bids, Bill selling Card rate declared by State Bank of India, one day prior to the date of Priced Bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3 (three) months, then Bill Selling Card rate declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4.9 **Purchase Preference for Micro & Small Enterprise:** Purchase Preference to MSE bidders is applicable against this tender and shall be evaluated as mentioned under clause no. 41.0 of Part-I, Instruction to Bidders. Bidders to take note of the same and quote accordingly.
- 4.10 Provisions such as seeking support from another company by way of technical collaboration, submission of JV/ consortium 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 technical collaborators will be eligible for the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference). However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In that case all the members of the Consortium including the leader of the Consortium should be the eligible MSEs. Further, in case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE.
- 4.11 **Purchase Preference Policy (Linked with Local Content) (PP-LC):** Purchase Preference Linked with Local Content to LC bidders is applicable against this tender and shall be evaluated as mentioned under clause no. 42.0 of Part-I, Instruction to Bidders. Bidders to take note of the same and quote accordingly.
- 4.12 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.
- 4.13 Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.
- 4.14 In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.

- 4.15 Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.
- 4.16 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidder must categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.
- 4.17 The quantities shown against each item in the BOQ shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed, as the case may be.

END OF PART-2

PART-3
GENERAL CONDITIONS OF CONTRACT

1.0 APPLICABILITY, DEFINITION & INTERPRETATION

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY/OIL/Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value:

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods:

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

behalf for operation of the contract.

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid/offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

notification from Customs Authorities.

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

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

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

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

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

3.0 WAIVERS AND AMENDMENTS:

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

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

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract:

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

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK/CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

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

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

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

necessary for the successful and timely completion of the work.

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

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

8.2 CONTRACTOR's representative:

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

9.0 Personnel to be deployed by contractor:

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

- 9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

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

LIMITED) or irrevocable Bank Guarantee from Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

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

Full address.

Branch Code.

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

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

- 10.3 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 10.4 The Performance Security shall be denominated in the currency of the contract.
- 10.5 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.6 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.7 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.8 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

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

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

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

- 11.0 **SIGNING OF CONTRACT:**

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

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims:

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

12.2 Notice of claims:

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

12.3 Taxes:

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

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

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

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

etc. within the prescribed time limit to the appropriate authority.

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

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

12.4 **Goods and Services Tax:**

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

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

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

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

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

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

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

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

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

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

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

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

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

12.5 Anti-profiteering clause

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

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

13.0 CUSTOMS DUTY, IF APPLICABLE:

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

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

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

14.0 INSURANCE:

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

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

- 14.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 14.3 CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 **Certificate of Insurance:**

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

- a) Kinds and amounts of insurance as required herein
 - b) Details of coverage
 - c) Insurance corporation or companies carrying the aforesaid coverage
 - d) Effective and expiry dates of policies
 - e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
 - f) Waiver of subrogation endorsement has been attached to all policies and
 - g) The territorial limits of all policies.
- 14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.
- 14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.
- 14.8 Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

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

14.9 **Principal Assured**

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

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

14.10 **Waiver of subrogation:**

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

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

14.11 **Deductible:**

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

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

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

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

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

14.13 **Loss Payee Clause:**

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

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

14.14 **On account payment to OIL in case of claim**

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

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

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

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

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

15.0 **LIABILITY:**

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

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

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

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

16.0 **LIMITATION OF LIABILITY:**

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

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

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

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

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

24.0 SUBCONTRACTING/ASSIGNMENT:

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

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

25.0 RECORDS, REPORTS AND INSPECTION:

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

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30.0 **TIMELY MOBILISATION AND LIQUIDATED DAMAGES:**

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

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

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

31.0 **FORCE MAJEURE:**

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

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

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

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

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

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

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

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

- i) Order issued by a Court of Law or statutory authority in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
- iv) Any payment due from CONTRACTOR in respect of unauthorized imports.

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

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

34.0 **APPLICABLE LAWS:**

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

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

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

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

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

35.0 LABOUR LAWS:

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

under and the amount paid to them.

- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 **STATUTORY REQUIREMENTS:** During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

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

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

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

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

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

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

38.0 **POLLUTION AND CONTAMINATION:**

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

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

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

39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:

- 39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

- 39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
 - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
 - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- 39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.
- 39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.
- 39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

40.0 **SEVERABILITY:**

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

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

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

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

42.0 SETTLEMENT OF DISPUTES:

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

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

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

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

shall proceed de novo.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

42.5 **Exclusions**

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

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

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

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

43.0 **COMPLETION OF CONTRACT:**

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

44.0 **TERMINATION:**

- 44.1 **Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.
- 44.2 **Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.
- 44.3 **Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.
- 44.4 **Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

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

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

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

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

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

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

45.0 TO DETERMINE THE CONTRACT:

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

46.0 WITHOUT DETERMINING THE CONTRACT:

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

47.0 ERRING/DEFAULTING AGENCIES:

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

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

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

END OF PART – 3

PART-4 SECTION-I

SCOPE OF WORK

WIRELINER SERVICES: SCOPE OF WORK: Oil India Limited is planning to hire wireline logging services from reputed wireline logging service companies for carrying out both open hole & cased hole logging, perforation and data processing in its onshore fields in Rajasthan, India for **02 (Two) year**. The details about the oilfields and area of operation is given in **Annexure- A** of this Section.

1.1 Total One (01) number of Logging Unit along with logging tools/equipment /services and data processing service are required. The services required are categorized as follows:

- a) Logging Unit (with standard + Special tools): as described in Table-1**
- c) Data processing services as described in Table-2**

Note: Bidders must quote for all the Logging Services and data processing services as described above. Part offer (i.e part items of **Table-1** and **Table-2** will not be accepted).

1.2 Logging Unit needs to be mobilized within **90 (ninety)** days after award of Contract as per LOA issued or from the date of Mobilization Advice from the Company, for deployment in OIL's Operational areas in Rajasthan, India.

1.3 LIST OF SERVICE REQUIRED:

1.3.1 List of services/tools required with corresponding OIL's code (a reference code defined for each tools/equipment/services), total quantity of each service/tool required for **Logging Unit**, is given in **Table-1** below:

The required wireline services are divided into following categories: Standard services, Special services and Optional services (On call basis).

Standard services: These services are those which shall be mobilized by default along with the mobilization of the Logging Unit. They will remain hired for the entire hiring duration with the Logging Unit. Such services are listed in sub-heading A of Table-1 below.

Special services: These services shall be mobilized/hiring period extended as per OIL's requirement. Some of the special services may be mobilized along with Logging Unit during initial mobilization which shall be mentioned in the LOA. Such services are listed in sub-heading B of Table-1 below.

TABLE - 1: LIST OF STANDARD & SPECIAL REQUIRED SERVICES

	OIL's Code	Service Description	No. of Units/ tools / services required	No. of tool /equipment to be mobilized with Logging Unit
A. Standard Equipment / Tools /Services:				
1	TR-1	Onshore Truck mounted Logging Unit	1	1
2	TR-2	Wellhead Control Equipment (BOP)/ Single line pack Off	1	1
3	TR-3	Pressure Control Equipment for Through Tubing Operations	1	1
4	TR-4	Fishing Equipment	1	1
5	CR-1	Personnel/Crew	1	1
6	A-1	Dual laterolog (deep and medium focused laterolog resistivity) services with Invaded Zone Resistivity for Rxo measurement with borehole caliper and spontaneous potential)	1	1
7	A-2	Dual Spaced Compensated Neutron Services	1	1
8	A-3	Formation Density & Photo Electric Absorption Cross Section Measurement with Borehole Caliper Services	1	1
9	A-4	Natural Gamma ray services.	1	1
10	A-5	Gamma ray Spectroscopy Services	1	1
11	A-6	Percussion Type Side Wall Core Sampling Gun Services with Gamma Ray Positioning	1	1
12	A-7	Stuck up Detection and Back-off Services.	1	1
13	A-8	Borehole deviation survey services	1	1
14	A-9	i) Cement Bond evaluation services including variable density type of logging ii) Borehole compensated sonic service	1	1

	OIL's Code	Service Description	No. of Units/ tools / services required	No. of tool /equipment to be mobilized with Logging Unit
15	A-10	Bridge plug/ Retainer packer setting	1	1
16	A-11	Retrievable and Semi Expandable Through Tubing Perforation gun with deep penetration charges(4spf/6spf). i) Spiral ii) Zero phasing (Uni-phasing)	1	1
17	A-12	Casing gun Perforation. i) Casing gun perforation with deep penetration charges(6spf). ii) Casing gun perforation with Big hole charges(6spf).	1	1
18	A-13	Depth Determination (Dummy/GR/CCL/Junk Basket)	1	1
19	A-14	Shooting Gamma Ray Services for		
		i) Through Tubing Perforations	1	1
		ii) Casing Gun Perforations	1	1
20	A-15	Tubing, Drill Pipe, Casing cutting and Drill collar severing/colliding services.		
		i) Explosive jet cutter	1	1
		ii) Severing tool	1	1
21	A-16	Puncture services for 2.7/8" OD tubing to 5 " OD drill pipe	1	1
22	A-17	Through Casing Cement dump bailer	1	1
23	A-18	Cement Evaluation and Pipe Inspection Tool	1	1
24	CIS	Customer Instrument Service	As Applicable	Required
B. Special Equipment / Tools/services: to mobilize / demobilize as per requirement				

	OIL's Code	Service Description	No. of Units/ tools / services required	No. of tool /equipment to be mobilized with Logging Unit
25	S-1	Tool for high resolution bore hole imaging services using micro-electric arrays	1	1
26	S-2	Production Logging Services (PLT)	1	1
27	S-3	Through tubing reservoir monitoring tool (3 Detector or more)	1	1
28	S-4	Dipole Shear Sonic Imager	1	1
29	S-5	Pipe Conveyed Wire Line Logging Services	1	1
30	S-6	Dynamic Formation Tester	1	1
31	S-7	Through-tubing Bridge Plug	1	1
32	S-8	Through-tubing cement dump bailer	1	1
33	S-9	Multi-Finger Imaging Tool Through-tubing (24-Finger)	1	1
34	S-10	Multi-Finger Imaging Tool 40-Finger	1	1
35	S-11	Vertical Seismic Profiling (VSP)	1	1
36	S-12	Nuclear Magnetic Resonance	1	1
37	S-13	Elemental Capture Spectroscopy	1	1
36	TR-5	Data transmission	1	1

1.3.2 NOTE ON TABLE - 1:

- Details of tool specifications, measurements required are given in **Annexure - B**.
- Same tool is to be used for services mentioned in A-9 (i) and A-9 (ii) (CBL and Borehole Compensated Sonic).
- Same tool is to be used for services A-10 (Bridge Plug and Packer Setting).
- Cement for service A-17 and S-8 jobs will be supplied by OIL.
- Gamma Ray log, CCL log and Downhole Tension log shall be provided as standard deliverables with all logging services wherever applicable (Mandatory for open hole services and for cased hole services wherever applicable). The cost of GR, CCL and Downhole Tension may be included in the operating cost of the services itself and shall not be payable separately.

- f) 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-8, A-9, S-1 & S-4. 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 to meet the above tool combinability requirement. Until suitable replacement is provided meeting the above combinability, all the above tools shall be under zero rental.
- g) Each of the services listed under Sub-heading "**B. Special Equipment/ Tools/ Services**" in **Table-1** above, will be **mobilized and/or extend the hiring** of these tools/equipment/services as per OIL's requirement. **OIL reserves the right to mobilize/demobilize these tools/services a maximum of 4 number of times as per OIL's requirement at the same rates, terms and conditions.** Beyond 4 such events, it should be on mutual agreement between the company and the bidder.
- h) Under emergency condition, Company may ask Contractor to run OIL's or third-party tools/service using their unit or vice-versa, if technically found compatible. **The conditions for the same are given in Clause 2.4 below (CIS clause).**

1.3.3 LIST OF DATA PROCESSING SERVICES REQUIRED:

The list of data processing services with interpretation reports required is given in **Table-2** below:

TABLE - 2: LIST OF DATA PROCESSING SERVICES REQUIRED

Sl No.	Service Code	Service	Post Processed data requirements
1	PS-1(I)	Dipole shear sonic imager (for data acquired by tool code S-4)	<u>I) Processing of Dipole Shear-Sonic Imager data for evaluation of</u> 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
	PS-1(II)		<u>II) Borehole stability analysis and prediction of safe mud window.</u>
	PS-1(III)		<u>III) Geo-Mechanical Modeling</u> 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 two to three offset wells located in the same structure/area.

Sl No.	Service Code	Service	Post Processed data requirements
	PS-1(IV)		<p><i>IV) Sand Ingression Analysis</i> 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 two to three offset wells located in the same structure/area.</p>
2	PS-2	Cement Evaluation And Pipe Inspection (for data acquired by tool code A-18)	<p>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</p>
3	PS-3	Tool for high resolution bore hole imaging services using micro-electric arrays (for data acquired by tool code S-1)	<p>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.</p>
4	PS-4	Production logging services (for data acquired by tool code S-2)	<p>Production Log Edit for Depth Matching and reporting, multi-phase hold-up diagnosis any kind of interpretation related to acquisition mode.</p>

Sl No.	Service Code	Service	Post Processed data requirements
5	PS-5	Through tubing reservoir monitoring tool (3 Detector or more) (for data acquired by tool code S-3)	<p>Processing of data of through tubing Reservoir Monitoring Services (in-elastic & sigma mode) to evaluate</p> <ul style="list-style-type: none"> i) Quantification of oil, gas and water saturations. ii) Oil, gas and water saturation behind casing, identify fluid contacts, porosity estimation, identification of mineralogy. Dry weights for spectrolith or equivalent processing. iii) Identification of thin pay, bypassed or partially drained area of the reservoir. iv) Water flow velocity re-computation from acquisition data including manual picking of water velocity.

Sl No.	Service Code	Service	Post Processed data requirements
6	PS-6	VSP(For data acquired by tool code S-11)	<p>Processing of Borehole Seismic Services (VSP) data in open hole & cased hole relevant to acquisition mode with report comprising of:</p> <p>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).</p> <p>ii) Display of original Down-going (i.e. after separation) waves and display of Down-going waves after Deconvolution.</p> <p>iii) Details of velocity filter and Deconvolution parameters as part of processing note.</p> <p>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.</p> <p>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.</p> <p>vi) Time-Depth Table: Interval velocity and Average velocity should be mentioned along with TWT.</p> <p>vii) Checkshot data.</p> <p>viii) Report on acquisition and processing.</p>
7	PS-7	Dynamic Formation Tester (S-6)	<p>Processing of Pretest data for</p> <p>i) Identification of fluid pressure gradient, fluid contacts, mobility/permeability, flow regime, viscosity/GOR & bubble point.</p> <p>ii) Live real-time fluid analysis product.</p>

Sl No.	Service Code	Service	Post Processed data requirements
8	PS-8	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 colors etc. with reports. Any other measurements that the tool is capable of recording.
9	PS-9	Nuclear Magnetic Resonance (S-12)	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.
10	PS-10	Elemental Capture Spectroscopy (S-13)	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.
11	P-Basic	Basic Log interpretation	Basic log Interpretation (probabilistic method viz. ULTRA or ELAN Plus or equivalent) for lithology/ mineralogy, effective & total porosity, permeability, fluid saturation & 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.

1.3.4 NOTE ON TABLE – 2

a. The **Table-2** 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.

b. 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 Profoma-B1. 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 (provided the data is compatible), recorded by OIL or any other service provider.

c. Bidders must 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" (Price Bid Profoma-B1).

d. For serial No. 11 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 (provided the data is compatible). For this purpose, Contractor must 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.

e. 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.

1.3.5 OPTIONAL TOOLS: Contractor shall provide Tools/ Services listed in **Table-3** below, on call-out basis as and when required by Company. Company shall give a mobilization notice of **90 days** and Contractor shall mobilize the required Tools within this period and provide the Services to Company.

1.3.5.a Bidder may quote price for the tools/services out of the above, which they can provide, as per Price Bid Profoma-B1. These tools (listed in Table-3 below) will not be considered for evaluation of bid. However, those tools/services offered by successful bidder in their bid shall be kept as Tools-on-call (optional) Services and if the Company requires, bidder has to supply those tools to be utilized using already mobilized Logging Unit of successful bidder.

1.5.5.b Any post processing and interpretation required for optional tools/service must be included in the operating cost.

Table-3: LIST OF OPTIONAL TOOLS.

	OIL's Code	Service Description	No. of tools required
1	OS-1	Down Hole Video	1
2	OS-2	Tractor Services to Log Highly Deviated/Horizontal well	1
3	OS-3	Magnetic Thickness Detector Tool in multi tubular environment Combinable with S-9 and S-10	1

Note: Bidders may quote for Optional tools/services, if bidder possess the Optional tools/services or provided the same tools/services to other E&P companies, even it is from third party services.

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

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

- i. Online digital data acquisition and processing.
- ii. Online display of logs on a video screen and scratch log on paper for depth control/match.
- iii. Choice of linear and/or logarithmic scales for log display.
- iv. Logging speed and tension must be recorded on all logs.
- v. Down-hole tools offered by Bidder must be of recent generation. Down hole tools should have down-hole digitization, wherever applicable.
- vi. Tools and equipment must have minimum temperature rating of 150 degrees C (300 degrees F) and minimum pressure rating of 15,000 psi.
- vii. Facilities for logging of deviated wells with deviation up to 40-45 degrees. Therefore, the logging unit must have all required accessories like flexi/knuckle joints and hole finders etc.

2.2. LOG DATA SUBMISSION REQUIREMENTS: Log data recorded have to be submitted as follows:

- i. **Well site data submission**: Immediately after recording:
 - a) Digital data have to be submitted in CD/DVD/USB in DLIS and LAS format. Soft copy of the reports, figures etc. should be presented in PDF/Tiff or similar format and should be submitted in CD/DVD/USB.
 - b) Paper prints of each log suite to be submitted in 1:500 & 1:200 scale, two sets in each scale.
- ii. **Final data submission**: Final data to be submitted within three (3) days of recording as follows:
 - a) Digital data in CD/DVD in 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
 - b) Paper prints of each log suite in 1:500 & 1:200 scale, two sets in each scale showing acquisition/calibration information & header information.
 - c) One print of each log suite on film, both in 1:500 & 1:200 scale.

2.3 **Other Essential Equipment & Conditions to be fulfilled**:

- i. Refurbished tools or equipment shall not be deployed against the Contract.
- ii. Technical Specifications of the tools and equipment required for the services are mentioned in **Annexure-B**.
- iii. Environmental correction charts for different tools as mentioned in **Annexure-C**.

- iv. 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.
- v. All radioactive sources, storage and handling tools/equipment in accordance with international safety standards and also the AERB's guidelines on safety and security of the radioactive sources.
- vi. 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.
- vii. Contractor must keep the necessary fishing tools/kits for carrying out fishing operations of their all down hole tools.
- viii. Contractor must keep the necessary cable splicing kit to repair the cable as and when required.

2.4 CUSTOMER INSTRUMENT SERVICE (CIS): Customer Instrument Service (CIS) charges are payable 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 duly endorsed by the Company. CIS shall be availed under operational exigency, subject to technical suitability.

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.

2.4.1 CIS payment will be governed as follows:

- i) **For Contractor providing Unit/ Winch/Cable System:**
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 aid in interfacing of the other Contractor's/OIL's equipment with their logging unit. It will be Company's responsibility to provide all necessary cross over and telemetry if such any required.
- ii) **Contractor providing Tool(s)/Services:**
Contractors providing Tool(s) / service shall arrange all the equipment/ tools/ accessories 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.

2.5. Data Processing & Interpretation Requirements

2.5.1 At Well Site: Logging truck must be equipped to carry out quick look processing at the well site.

2.5.2 At Data Processing Centre: Bidder should have a data processing center 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 in **Table- 2** above.

- i. The Data Processing Geoscientists / Engineers must have minimum **4 (four) years experience** in processing and interpretation job as mentioned in Table-2.
- ii. The data processing and interpretation Geoscientists /Engineers will have to carry out detailed processing of the data and submit the **preliminary/provisional** result **within 48 hours** from the time the survey is completed/ after handing over the recorded data to Contractor at Jodhpur, Rajasthan. 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 bidder's representative stationed at Rajasthan base.
- iii. Transfer of raw / processed data between Contractor's Rajasthan base and processing/ interpretation center is Contractor's responsibility and Company will not pay any additional charge for it.
- iv. Details of the data processing facilities at the processing center and its location must be submitted along with the bid.
- v. Data processing Geoscientists / Engineers must visit OIL office JODHPUR at least once in 6 month for interaction with OIL's geo-scientists for discussion on job planning, processing result, service quality issues etc.
- vi. OIL's Geoscientist may time to time visit Contractor data processing center for input during data processing and knowledge exchange/work association. Company shall bear the cost of travel, accommodation for its Geoscientist to Contractors processing center. Contractor has to provide working space and facility to company's Geoscientist at their data processing center free of cost during the period of visit.
- vii. Bio-data of the processing personnel showing required experience and expertise **must be submitted with bid document as well as before mobilization.**
- viii. 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 (two set)**. The scale of the hard copies should be as per industry standard. Processed output (digital data) should be of LAS /DLIS to be submitted in DVD/USB. Soft copy of the reports, figures, processed log etc. should be presented in PDF/Tiff or similar format and should be submitted in DVD/USB.
- ix. 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.

2.6 Provision for Back-Up Tools & Services:

The Contractor may choose to keep extra tools /services / equipment including latest upgrade / new version as back-up in order to provide un-interrupted service. Such tool(s) need to be inspected for acceptance by the Company before deployment for any job. However, OIL will not pay any charges for such back-up tools.

2.7 Experience of Logging Engineer:

- i. The Contractor must provide logging engineer(s) and crew for the unit.
- ii. The personnel provided for carrying out wireline logging, perforation and other associated operation must be competent, qualified and trained in specific line of operations.
- iii. The logging engineer(s) deployed must have **at least three (3) years relevant experience** of carrying out wireline logging and perforation and related services as specified in Bid Document. He must be able to handle independent assignments and must have logged at least 20 wells in an independent capacity in earlier assignments on the bid closing date.
- iv. The logging base of the bidder should be based in **Jaisalmer or Tanot**, Rajasthan.
- v. Detail bio-data of the logging engineer and the crew personnel including their experience must be submitted to OIL at the time of bidding as well as before mobilization in **Annexure-E**.
- vi. The **Contractor may keep additional Logging Engineer(s) at their own cost to effectively carry out the job.**
- vii. Experience engineer must be posted at the Base for logging operations for at least 6(Six) months before replacement of new engineer for the same operations.

2.8 Vintage of Equipment, Units & Tools:

- i. 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 recent generation. Down hole tools should have down-hole digitization, wherever applicable.
- ii. Units/tools/equipment deployed / to be deployed can be replaced by their latest upgrade / new version at the same rates, terms and conditions of the Contract after approval of OIL to that effect subject to the condition that they meet or exceed the Contract specifications and performances.
- iii. At the time of mobilization, the Contractor shall submit a list of offered Logging truck and Downhole Logging Tools (excluding accessories) with documentary proof of the year of manufacturing.
- iv. Refurbished tools or equipment shall not be deployed against the Contract.
- v. The Bidder has to provide vehicle fitness certificate for logging unit(s) at the time of mobilization. During the period of Contract, the fitness certificate has to be

renewed as per periodicity specified in the prevailing rules of Motor Vehicle Act/CMVR.

- vi. All Tools, Equipment and Unit required for the services should be of latest version and should not be more than **10 (Ten) years** old as on the bid closing date.

2.9 TENTATIVE VOLUME OF SERVICES: For 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 hired/mobilized subject to the number of units/ equipment/ tools awarded and work actually done.

INFORMATION OF OIL's OILFIELDS IN RAJASTHAN

The detailed information of the oilfields is as follows:

- i) **Wells:** Wells are vertical (1-2⁰) and we are planning for deviated (S-bend or J bend) and Horizontal. Normal hole size for open-hole logging are 17¹/₂ inch, 12¹/₄ inch & 8¹/₂ inch. However, logging may need to be carried out in smaller holes of size 6 inches also. Generally, depth of the wells ranges from about 1200 m to 3000 m. However we may plan to drill few wells with deeper depth.
- ii) **Mud System:** Commonly used mud system are Bentonite spud mud, Water Based Bentonite Mud, Salt saturated mud, Non Damaging Drilling Fluid (NDDF)
- iii) **Formation water salinity:**
- 105000 ppm to 120000 ppm
- iv) **Perforations:** Normal tubing size- 2.7/8". Both through tubing (2¹/₈ inch & 1¹¹/₁₆ inch guns) and casing (3³/₈ 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 9⁵/₈ inch casing, in wells with prospects behind 9⁵/₈ inch casing have to be carried out. There are plans to use tubing conveyed perforations with large entry holes and deep penetration charges for perforation in wells with large skin.
- v) **Workover Operation:** In workover operations the normal wire line logging services required are: Carbon-Oxygen/Pulsed Neutron Logging, CBL-VDL-GR-CCL, CAST-I/USIT, Neutron, Gamma ray, temperature, PLT, tubing/casing cutting, tubing puncture, retainer packer and bridge plug setting and perforations.

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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 tools on call (Optional) services (as listed in **Table-3**) 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 where ever required.
- D) The following services have to 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-8,A-9, S-1 & S-4.**
- E) **Cement Bond Evaluation service** (A-9i) and **Cement Evaluation and Casing Inspection service** (A-18) 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 both these services can be obtained from any one of the services.

STANDARD TOOLS/SERVICES

Service Code : TR-1	<u>LOGGING UNIT</u>	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 open hole, cased hole and pipe-conveyed logging and perforation services available with contractor at least to a depth of 4500 m in vertical and deviated hole.		
	3. The 7-conductor cable shall have minimum rated breaking strength of 21,500 lbs and a minimum length of 5000 m. The cable should be new and without splice at the time of deployment.		
	4. The logging cabin must have seating place for the witness attending the logging job.		
	5. The unit must have facility to accurately measure mud cake & mud filtrate resistivity at site.		
	6. The unit must have Double drum/ split drum fitted with two cables: one 7 conductor and the other mono conductor.		
	7.The unit should have all critical supplies for continuous smooth completion of logging operations.		
Service Code : TR-2	<u>WELLHEAD CONTROL EQUIPMENT (BOP)</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
SPECIFICATIONS	Wellhead Control Equipment (BOP) for Standard Logging Cable for its use in CBL under pressurized condition and for casing gun perforations: Minimum pressure rating 3kpsi .		

Service Code : TR-3	<u>PRESSURE CONTROL EQUIPMENT FOR THROUGH TUBING OPERATIONS</u>	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. 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 : A-1	<u>DUAL LATEROLOG RESISTIVITY + MICRO RESISTIVITY</u>	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 (DOI ≥ 35 in median response) with 1 ft or better vertical resolution.		
DEPTH OF INVESTIGATION	LLD: 55-84 inches minimum LLS: 16-36 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> : : +/- 5% 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 : A-2	<u>DUAL SPACED COMPENSATED NEUTRON POROSITY</u>	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	<u>FORMATION DENSITY with Pe and CALIPER</u>	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	1.5-4.0 inches minimum		
RANGE	RHOB: 1.3-3 gm /cc, 0-10 PE		
RESOLUTION	<u>Density</u> : +/- 0.015 gm/cc <u>PE</u> : +/- 5%		
ACCURACY	<u>Density</u> : +/- 2% for 1.0-1.67 gm/cc : +/- 1.5% for 1.67-3 gm/cc		
SAMPLING RATE	2-8 samples/ft		
VERTICAL RESOLUTION	Standard : 33 inches Enhanced Mode: 9 inches		
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	<u>NATURAL GAMMA RAY SERVICE</u>	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 400 API, linear response from 0 to 200 API		
ACCURACY:	±7% of the reading		
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	<u>SPECTRAL GAMMA RAY SERVICE</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS:	i) Total GR 0-1500 API 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:	Minimum of : 0 to 400 API Total GR 0-40 PPM (U) 0-40 PPM (Th)		
ACCURACY:	±5 % of measurement (GR) ±4 % of measured value for U, Th and K		
PRESSURE RATING:	15000 psi minimum		
REMARKS:	Combinable with all standard tools		

Service Code : A-6	<u>SIDE WALL CORE GUN</u>	Bidder's Code:	
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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 inch to 12 ¼ inch 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	<u>FREE POINT SURVEY (STUCK-UP DETECTION)</u>	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 7/8 inch to 9 5/8 inch.		
TOOL DIAMETER:	Suitable for pipe sizes 2 7/8 inch to 9 5/8 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-7	<u>BACK-OFF / STRING SHOT SERVICES</u>	Bidder's Code:	
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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 7/8 inch to 9 5/8 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-8	<u>BOREHOLE DEVIATION SURVEY</u>	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°		
RESOLUTION/ ACCURACY	Azimuth: ± 4°, Deviation: ± 2°		
TOOL DIAMETER	Industry standard to log wells drilled with 8 1/2, 12 1/2 & 17 1/2 inch bit		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

Service Code : A-9(i)	<u>CEMENT BOND EVALUATION SERVICES</u> <u>(same tool to be used for services A-10(i) and A-10(ii))</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS	Cement Bond Evaluation (including VDL, Travel time, GR, CCL) based on sonic arrival amplitude in 5 1/2", 7", 9 5/8" 13 3/8" casings/liners. Recording under pressurized condition is also required.		

RANGE	i) Acoustic amplitude 0-100 mV ii) VDL Range 1000 micro second and accordingly can present VDL in 200-1200 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-9(ii)	<u>BOREHOLE COMPENSATED SONIC</u> <u>(same tool to be used for services A-10(i) and A-10(ii))</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS	Delta-T compressional (formation slowness)		
RANGE	40 to 190 μ s/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-10	<u>BRIDGE PLUG SETTING / RETAINER PACKER SETTING</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
REQUIREMENT	a) Bridge plug setting and retainer packer setting for 5 ½", 7" and 9 ⅝" liner/casing. b) Setting tool compatible with " Baker make " plug/packer. c) Junk Basket for 5 ½", 7" and 9 ⅝" OD casing.		
TOOL DIAMETER	Industry standard to carry out plug/packer setting in casing/liner sizes 5 ½", 7" & 9 ⅝".		

TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER REQUIREMENTS	i) Combinable with CCL. ii) Bridge plugs and packers with necessary adapter kit will be supplied by OIL.		

Service Code : A-11	<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 7/8" 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 (Zero Phase, 6 spf)	EHD ≥ 0.22 inches TTP ≥ 16 inches (Bidder to provide API 19B/ API 43 certificate.)		
2"-2 1/8" Deep Penetration Charge (Spiral, 4 spf)	SPF: 4 and 6 EHD ≥ 0.26 inches TTP ≥ 25 inches (Bidder to provide API 19B/ API 43 certificate.)		
2"-2 1/8" Deep Penetration Charge (Spiral, 6 spf)			
2"-2 1/8" Deep Penetration Charge (Zero phase, 4 spf)			
2"-2 1/8" Deep Penetration Charge (Zero phase, 6 spf)	SPF: 4 and 6 EHD ≥ 0.26 inches TTP ≥ 27 inches (Bidder to provide API 19B/ API 43 certificate.)		
TOOL DIAMETER:	Industry standard suitable for tubing sizes 2 7/8 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 to be operated using Crane/mast unit also. iii) Combinable with both Gamma ray and CCL for depth correlation.		

Service Code : A-12	<u>CASING GUN PERFORATION</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
REQUIREMENT	<p>3 1/8-3 3/8" and 4 1/2-4 5/8" Casing gun system for perforation in 5 1/2", 7" and 9 5/8" casing. Shot density: 6 spf shot density for both gun sizes. Perforator system tested as per API 19B/ API 43, performance normalized to 5000psi target compressive strength. Note: For Casing Gun perforation service (A-13), the Bidders are requested to quote considering 6 spf. For any of the 6 spf gun system mentioned below, if the bidder is capable of providing 5spf only, then 5spf shall be accepted and the operating charges actually payable shall be prorated for 5spf. However, for quoting and evaluation purpose, the prices are to be quoted as per 6 spf only.</p>		
3 1/8-3 3/8" DEEP PENETRATION CHARGE	SPF: 5 or 6 EHD ≥ 0.32 inch TTP ≥ 35 inch <i>Bidder to provide API 19B/ API 43 certificate.</i>		
3 1/8-3 3/8" BIG HOLE CHARGE	SPF: 5 or 6 EHD ≥ 0.6 inch TTP ≥ 4 inch <i>Bidder to provide API 19B/ API 43 certificate.</i>		
4 1/2-4 5/8" DEEP PENETRATION CHARGE	SPF: 5 or 6 EHD ≥ 0.33 inch TTP ≥ 45 inch <i>Bidder to provide API 19B/ API 43 certificate.</i>		
4 1/2-4 5/8" BIG HOLE CHARGE	SPF: 5 or 6 EHD ≥ 0.7 inch		

	TTP ≥ 5 inch <i>Bidder to provide API 19B/ API 43 certificate.</i>		
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 CCL.		

Service Code : A-13		<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 2) DELETED.			
TOOL DIAMETER	Suitable for depth determination in tubulars from 2 7/8" tubing/drill pipe to 13 3/8 inch casing. GR and CCL tool should be suitable these sizes. Junk baskets with gauge rings suitable for 5", 5 1/2 ", 7" & 9 5/8" liner/casings. Required dummy sizes for DD-NPO runs: 1-11/16" and 2 1/8".			
TEMPERATURE RATING	300° F Minimum.			
PRESSURE RATING:	15000 psi minimum			

Service Code: A-14		<u>SERVICE: SHOOTING GAMMA RAY SERVICES</u>	Bidder's Code:	
OIL's Required Specifications			Bidder's Specification	Compliance/ Non-compliance
	Shooting Gamma Ray Services for : i) Through Tubing Perforations			

	ii) Casing Gun Perforations		
TOOL DIAMETER:	Tool must be capable of running in through : a) 27/8 inch OD tubing b) 51/2 inch OD casing and c) 7 inch OD Casing. d) 9 5/8" OD Casing.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		

Service Code : A-15 (i)	<u>EXPLOSIVE JET CUTTER</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
REQUIREMENTS:	<u>Explosive Jet Cutter for following Tubing/Casing:</u> 2 7/8 inch OD tubing 5 1/2 inch OD casing 7 inch OD casing 9 5/8 inch OD casing		
TOOL DIAMETER	Suitable for above pipe sizes.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	8000 psi minimum.		

Service Code : A-15 (ii)	<u>SEVERING/COLLIDING TOOL</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
REQUIREMENTS:	<u>Severing/Colliding Tool for following drill pipes/drill collar:</u> 2 7/8" SLH 90 drill pipe 4 1/2" OD drill-pipe 5" OD drill-pipe 6 1/2" OD drill collar 8" OD drill collar		
TOOL DIAMETER	Suitable for above pipe sizes.		
TEMPERATURE RATING	300° F Minimum.		

PRESSURE RATING	15000 psi minimum.		
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Service Code : A-16	<u>PUNCTURE SERVICES</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
REQUIREMENT	To puncture 2 7/8 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-17	<u>SERVICE: CASING CEMENT DUMP BAILER</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS	Through Casing cement dump bailer tool for dumping cement on bridge plug.		
HOLE SIZE LIMIT	To be capable of running through 5 1/2", 7" and 9 5/8" Casing.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	Positive Displacement Dump Bailer to place the cement plug (minm. 3 metres, maxm. 4 metres; as required) above the Bridge Plug.		

Service Code : A-18	<u>CEMENT EVALUATION AND CASING INSPECTION</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance

REQUIREMENT	360° pipe inspection and cement bond evaluation for casings/liners, using ultrasonic / piezo-electric signals / pulses. Both Cement Evaluation and Pipe Inspection services must be carried out in a single run, using single tool or combination of tools.		
MEASUREMENTS:	<ul style="list-style-type: none"> i) Acoustic / piezo-electric 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:	<ul style="list-style-type: none"> i) Azimuthal mapping of Casing to cement bond, Micro-annulus. ii) Casing ID/OD for pipe corrosion. iii) Report on acquisition and processing. 		

SPECIAL TOOLS/SERVICES

Service Code : S-1	<u>MICROELECTRIC IMAGER TOOL</u>	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 59% coverage in 7 7/8 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:	<ul style="list-style-type: none"> 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. 		
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Service Code : S-2	<u>PRODUCTION LOGGING TOOL</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS:	<p>Compact production logging sensors for acquiring 3 phase flow data in vertical, high angled wells along with GR and CCL.</p> <ul style="list-style-type: none"> i) <u>Fluid velocity measurement:</u> 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: <ul style="list-style-type: none"> a) <u>Full Bore Spinner</u>- For fluid velocity measurement with direction in 5 ½" and 7" casing. b) <u>Continuous Spinner</u> – For flow measurement in tubing and Casing having flow rate minimum 12 ft/min to 2500 ft/min or more with flow direction. c) <u>Diverter basket flow meter</u> or equivalent for measurement of very low flow rates multi-phase flows in vertical or deviated well. Flow rate range: 15-1000 bpd. ii) <u>Temperature measurement:</u> 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 7/8 and 3 1/2 inch tubing into 4 1/2 inch, 5 inch, 5 1/2 inch, 7 inch, 9 5/8 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-3	<u>THROUGH TUBING RESERVOIR MONITORING TOOL (3 Detector)</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance

REQUIREMENTS:	<ul style="list-style-type: none"> 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 7/8 inch OD (ID: 2.44 inches). iii) Tool must be able to operate in the following modes: <ul style="list-style-type: none"> a) CO mode. b) Sigma mode. c) Gas saturation mode using 3rd detector. d) Water flow mode using Oxygen Activation. 		
MEASUREMENTS	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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.		
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Service Code : S-4		<u>DIPOLE SHEAR SONIC IMAGER</u>	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			
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 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, Stoneley fracture identification. v) Report on acquisition and processing.			

Service Code : S-5	<u>PIPE CONVEYED WIRELINE LOGGING</u>	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 wells mostly drilled with 8 ½ inches bit		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

Service Code : S-6	<u>DYNAMIC FORMATION TESTER WITH DUAL PACKER</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance

	<p>Dynamic formation testing and fluid sampling service with</p> <ul style="list-style-type: none"> i) <u>Single probe/ Dual probe</u> combinable with spectral/ resonance/density/resistivity based fluid analyzer. ii) Any number of pressure test in one run. iii) Formation and mud pressure with <u>quartz pressure gauge</u>, 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) <u>in single run.</u> v) Minimum two PVT and two Non- PVT sample bottles. 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 <u>analysis to distinguish oil/gas and water</u> x) Capable of measuring viscosity/GOR or density of sample and bubble point etc. xi) Differentiation capability of formation fluid from filtrate while sampling in combination with resistivity measurement and takes only formation fluid sample. 		
RESOLUTION	Quartz Gauge: <u>0.01 psi (14.7-15000 psi) or better</u> <u>SG : 0.2 psi (14.7-15000 psi)</u>		
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 per technical requirement to make the Dynamic Formation Testing job successful. ii) Dual Packer Facility.		
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. iii) Report on acquisition and processing.		

Specifications Of Dual Packer

OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
REQUIREMENTS:	i) Inflatable Dual Packer (Stradle Packer Module)		
TOOL DIAMETER:	Suitable for hole sizes : 6 inch to 12.25 inch dia or more.		
TEMPERATURE RATING:	Minimum 300° F.		
PRESSURE RATING:	15000 psi minimum		
POST PROCESSED DATA AND ADDITIONAL SERVICE	Dynamic Formation Testing Dual Packer pre-test interpretation.		

Service Code : S-7 & S-8	<u>i) S-7 THROUGH TUBING BRIDGE PLUG</u> <u>ii) S-8 THROUGH TUBING CEMENT DUMP BAILER</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance

REQUIREMENTS:	ii) Through tubing bridge pug setting tool with accessories for setting bridge plug in 5 ½, 7 & 9 ⅝ inch casing and 5" liners. iii) Through tubing cement dump bailer tool for dumping cement on bridge plug. iv) Positive Displacement Dump Bailer to place the cement plug (min. 3 metres, max. 4 metres ; as required) above the through-tubing Bridge Plug. v) The Plugs, adapter kits & cement are to be provided by the contractor. vi) 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-9	<u>MULTI-FINGER IMAGING TOOL (THROUGH TUBING)</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 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	<p>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.</p> <p>ii) Report on acquisition and processing.</p>		

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 5 ½" to 9 ⅝" casing/liner)		
MEASURING RANGE:	3.2" to 9.7" diameter		
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.		
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Service Code : S-11	<u>VERTICAL SEISMIC PROFILING (VSP)</u>	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.		
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:	<p>Processing of Borehole Seismic Services (VSP) data in open hole & cased hole relevant to acquisition mode with report comprising of:</p> <ul style="list-style-type: none"> 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. 		
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Service Code : S-12	<u>NUCLEAR MAGNETIC RESONANCE LOGGING</u>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS:	<ul style="list-style-type: none"> 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-13	<u>ELEMENTAL CAPTURE SPECTROSCOPY (ECS/GEM/FLEX equivalent)</u>	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.		
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Service Code : TR-5	<u>DATA TRANSMISSION AND COMMUNICATION</u>	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.		

OPTIONAL TOOLS/SERVICES

Service Code: OS-1		<u>SERVICE: DOWN HOLE VIDEO</u>	Bidder's Code:	
OIL's Required Specifications			Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS:	i) To see the downhole borehole condition, which include quality assurance, gas entry, water entry, fishing operations, detect casing or tubing leaks, spot mineral deposit, find scale corrosion and bacterial buildup. Examine the condition of downhole equipment, inspect the operation of downhole equipment, casing & perforation inspection and general problem identification. ii) Identifying fish in the hole and allow real-time viewing of moveable downhole structural equipment, such as safety valves opening and closing. iii) Should deliver video data to a CD in a mpg format as well as recording it to a VHS tape.			
TOOL DIAMETER:	To be capable of running in minimum 6 inch to max. 20 inch.			

TEMPERATURE RATING:	257° F Minimum.		
PRESSURE RATING:	10000-15000 psi		

Service Code: OS-3		<u>Multi Casing Magnetic Thickness Detector</u>	Bidder's Code:	
OIL's Required Specifications			Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS:	Individual thickness for up to 4 tubing/casing layers, damage profile, wall loss. Any other measurements that the tool is capable of recording.			
TOOL TYPE:	This should be combinable with S-9 and S-10			
TOOL OD:	To be capable of running in minimum 2 7/8 inch OD tubing to max. 20 inch.			
TEMPERATURE RATING:	300° F Minimum.			
PRESSURE RATING:	15000 psi minimum			

REQUIRED ENVIRONMENT CORRECTION CHARTS

I. Resistivity Tool:

- a) Borehole correction charts for various resistivity tools e.g. deep, shallow, medium focused laterologs/induction logs
- b) Shoulder-bed correction chart for deep and shallow resistivity logging tools.
- c) Pseudo-geometric factor charts for laterolog tool. Charts for determining true resistivity invasion diameter and resistivity of flushed zone for a combination of deep, shallow and micro-resistivity tools (Latero and induction) for different borehole sizes.
- d) Thickness correction charts for various resistivity logging devices.

II. Micro-Resistivity Tool:

- a) Mud cake and bore hole correction charts.
- b) Geometric factor charts.

III. Natural Gamma-ray tools: Bore-hole size, mud weight and tool size correction charts.

IV. Compensated Spectral Density Tool:

- a) Mud and gas filled bore-hole correction charts.
- b) Correction curve for getting bulk density from log density values.
- c) Porosity, lithology and matrix identification determination charts.
- d) Density-sonic travel time cross plot for fresh salt water filled holes.
- e) Density-neutron porosity cross-plots for fresh salt water filled holes.
- f) Hydrocarbon correction charts.

V. Compensated Neutron Porosity Tools:

- a) Hole size, mud-cake thickness, mud weight, formation and mud salinity, stand off distance, pressure and temperature correction charts.
- b) Equivalent chart for different lithologies.
- c) Function format curve for converting count ratio into porosity.
- d) Litho porosity cross-plots, neutron-porosity Vs density, Vs sonic travel time cross-plots for fresh and salt-water filled holes.
- e) Correction charts for excavation effect for different lithologies.
- f) Hydrocarbon correction charts.

VI. Spectral natural Gamma-ray log tool : Mineral identification charts.

VII. Compensated Acoustic Logging Tool and Cement Bond Tool:

- a) Compaction correction charts, Charts for different lithologies, Delta T Vs porosity.
- b) BL amplitude Vs Bond Index transformation and compressive strength chart.

VIII. Production Logging Tool:

- a) Charts for evaluating solution gas-oil ratio at bubble point pressure or bottom hole pressure at given gas gravity.
- b) Charts for formation volume factor down hole density at bubble point pressure.

- c) Charts for down hole/surface density ratio or surface/down hole gas-vol. Ratio.
- d) Spinner flow meter responses for high and low flow rates.
- e) Fluid density meter friction effect chart.
- f) Producing ratio charts.
- g) Bubble flow regime charts.

IX. **Environmental Correction Chart for other Tool:** Environmental correction chart for other tools mentioned in the scope of work are also required.

&&&&&&&

BIO-DATA OF KEY PERSONNEL

PHOTO	Name:
	Highest Educational Qualification:
	Total experience (in years) in Wireline Field operations:
	Current Designated post:

Work experience details (employment history):

Period	Position & Company	Remarks, if any

Tick the services of which you have experience of independent assignments:

Code	Service name	Tick	Code	Service name	Tick
All services in Standard category from A1-A19			Multi-Finger Imaging Tool Through-tubing		
Vertical Seismic Profiling			Multi-Finger Imaging Tool 40-Finger		
Nuclear Magnetic Resonance			Elemental Capture Spectroscopy		
Micro-electric Imager			Dipole Shear Sonic Imager		
Dynamic Formation tester			Reservoir Monitoring Tool		
Through-tubing Bridge Plug/ Cement Dump Bailer			Production Logging Tool		

Safety courses undertaken if any:

Year	Course Name/Description

Sign & Seal of Company representative

LIH – Claim Format

Format that the particular equipment/ tool is question is not covered by contractor's insurance:

***ON THE OFFICIAL PAD OF THE CONTRACTOR TO BE EXECUTED BY THE
AUTHORIZED SIGNATORY OF THE CONTRACTOR***

UNDERTAKING

Ref Clause No. 10.0 of the SCC of the Contract

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-14.0 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.
- (4) That, I/we also declare that the tools / equipment which are below Rotary Table or in the well bore as stated under the clause 9.2 sub-clause (d) of General Condition of Contracts provided under the above tender 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

END OF PART-4 SECTION-I

PART-4 SECTION-II
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 **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.
- 1.3 **Mobilization Period:** The Mobilization of the Unit(s) and the personnel shall commence from the date of receipt of the Letter of Award (LOA) OR Mobilization notice issued by Company. The mobilization period is 90 days from the date of LOA or mobilization notice.
- 1.4 **Date of Commencement of Contract:** The date on which the mobilization is completed in all respects will be treated as date of Commencement of Contract.
- 1.5 **Duration of Contract:** The contract shall be valid for a period of Two (02) years from the Date of Commencement of the Contract. 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 terms and conditions.
- 1.6 **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 which was not mobilized during initial mobilization or it may be the case of remobilization. Mobilization period shall be **90 days** from issuance of notice in case of first time mobilization and **60 days** time in case of remobilization.

2.0 MOBILIZATION:

- 2.1 The Mobilization period of the Unit(s) and the personnel shall commence from the date of issue of Letter of Award (LOA)/mobilization notice issued by Company.
- 2.2 The Company will not take any responsibility for mobilization and demobilization of Logging unit, equipment and personnel including transit insurance of the equipment.
- 2.3 The Contractor's operating personnel shall be required to be mobilised at **Jaisalmer or Tanot, Rajasthan** or at Company's designated operational site. All mobilization and demobilization charges for Contractor's personnel from Contractor's Base to Jaisalmer or Tanot, Rajasthan 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.

2.4 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.

2.5 **Mobilization of Logging Unit (with Standard/Special services):**

(a) Logging Unit with all services and crew will initially be based at Jaisalmer or Tanot, Rajasthan.

(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 the stipulated mobilization period.

2.6 **Mobilization of Special services/Optional tools:**

a) The Contractor shall mobilize Special/Optional services within the stipulated mobilization period as mentioned above.

b) Some Special services may be mobilized along with the Logging unit during initial mobilization. Such Special services which need to be mobilized along with Logging Unit will be specified in the mobilization notice. 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 center within that period.

d) Mobilization of Special tool(s)/optional tool(s) shall be for a period of not less than one months with a maximum till the contract is valid. In case the contract is terminated before one month 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 4 times on an average as per requirement. However, in case of exigency, mobilization/demobilization can be availed beyond 4 times.

2.7 **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.

2.8 **Readiness of Data Processing Service:** 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 be ready within the mobilization period of corresponding unit. At the time of mobilization, Contractor shall make a

declaration of preparedness of such center to take up required job and submit details of the facility/capability of the data processing center, its location, Bio-Data of the processing/interpretation personnel showing required experience and proof of employment of the processing/interpretation personnel with the contractor.

2.9 **Completion of mobilization (Unit/ Standard 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 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. The related Data Processing Services are ready.

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:

For Logging Unit: 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 (i.e., without one or more requested special service(s) but provided all standard services/equipment are mobilized) but without waiver of applicable LD/penalty.

2.10 **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 3.0 of this section.

3.0 **LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILIZATION:**

3.1 **Default in timely mobilization of Logging units/Standard tools (including interim mobilizations of logging unit):**

Time is of the essence in this contract. In the event of the Contractor's default in timely mobilization (including interim mobilization) of Logging Units with Standard tools and Special services (as listed in the 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 contract value including rentals, operating charges, mobilization charges etc. per week or part thereof of delay subject to maximum of 7.5% of the contract value.

- 3.2 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 2.9 of this section.
- 3.3 In case of acceptance of partial mobilization (as mentioned in note of clause 2.9 above), above LD will continue to be applicable until all the requested special service(s) in the mobilization notice are mobilized.
- 3.4 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.

4.0 **VINTAGE OF EQUIPMENT, UNITS & TOOLS:**

a) All the unit must be State of the Art (latest version of Full Maxis 500, LOGIQ, ECLIPS or vendors latest acquisition system) capable of running all the tools and services under the Contract. Down-hole tools must be of current/latest technology. Down hole tools should have down-hole digitization, wherever applicable.

b) Units/tools/equipment deployed / to be deployed can be replaced by their latest upgrade / new version at the same rates, terms and conditions of the Contract after approval of OIL to that effect subject to the condition that they meet or exceed the Contract specifications and performances.

c) At the time of mobilization, the Contractor shall submit a list of offered Logging truck and Downhole Logging Tools (excluding accessories) with documentary proof of the year of manufacturing.

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

e) The Bidder has to provide vehicle fitness certificate for logging unit(s) at the time of mobilization. During the period of Contract, the fitness certificate has to be renewed as per periodicity specified in the prevailing rules of Motor Vehicle Act/CMVR.

f) All Tools, Equipment and Units required for the services should be of latest version and should not be more than **10 years** old as on the original bid closing date, as mentioned in Scope of Work.

5.0 **PROVISION FOR BACK-UP TOOLS & EQUIPMENT:** The Contractor may choose to keep extra tools/equipment as back-up in order to provide uninterrupted service. The back-up tool(s) used for replacing the regular tool(s) should be same as the tool being replaced or should be of newer/higher version. 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. Such tool(s) need to be inspected for acceptance by the Company before deployment for any job. However, OIL will not pay any charges for such back-up tools.

6.0 **ASSOCIATION OF COMPANY'S PERSONNEL (Company's site representative):**

- 6.1 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 (taking operational decisions but not any addition/deletion in the SOW of the tender) to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor's personnel; monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.
- 6.2 The Contractor's representative shall have all power requisite for performance of the Work. He/she 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.
- 6.3 There shall be free access to all the equipment of the Contractor during operations and idle time by Company's representatives for the purpose of observing / inspecting the operations performed by Contractor in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the Contract.

7.0 **CONTRACTOR'S PERSONNEL:**

- a) The Contractor has to provide list of logging engineer(s) and crew attached with the logging unit before deployment of the personnel. 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.
- b) The logging engineer(s) and crew for each unit are to be based at Jaisalmer or Tanot, Rajasthan.
- c) 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.
- d) The Contractor's representative shall have all power requisite for performance of the Work. He/she 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.

- e) Contractor shall deploy a Service Coordinator who shall be contractor's principal representative at its operating base in Jaisalmer or Tanot, Rajasthan. The Service Coordinator shall be based in Rajasthan 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.
- f) The Contractor may keep additional Logging Engineer(s)/crew/supporting staff at their own cost to effectively carry out the job.
- g) **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: The Logging Engineers deployed should have at least three (03) years of relevant experience of carrying out wireline logging and perforation and related services as specified in SOW. Deployed logging engineers must be able to handle independent assignments and must have logged at least 10 wells in an independent capacity in earlier assignments on the bid closing date.
 - (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 SOW.
- h) Bio-data of the Logging Engineer, Data processing personnel and the Crew personnel must be submitted to OIL at the time of bidding as well as before mobilization 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.
- i) **Replacement of Contractor Personnel:**
- (i) Contractors must not change their key personnel (Logging Engr/ Service coordinator) 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 (Logging engineer(s)/ Service coordinator) in above cases, the Contractor shall submit the bio-data of the new personnel (as per **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.

8.0 **OBLIGATIONS OF CONTRACTOR:**

- 8.1 The Contractor shall not charge Company for Construction of base at Jaisalmer or Tanot, Rajasthan.
- 8.2 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.
- 8.3 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.
- 8.4 Subject to **Clause 10 (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.
- 8.5 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.
- 8.6 The contractor should furnish all the details of tools and equipment as required in Proforma-A1 and Proforma-A2.

8.7 **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 obtaining all necessary permissions etc. under 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.
- c) Any damaged or un-used explosives at the end of the contract period shall be re-exported/liquidated at Contractor's own cost.

8.8 **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.

8.9 **Health, Safety & Environment:** Contractor shall submit the safety manual and operating procedure manual well in advance to the Company for review and comments, if any. Contractor shall have to strictly follow all the HSE rules and regulations and follow safety rules practiced in a well-site and provide safety gears to their personnel. Logging Units must be fitted with safety equipment as per international practice. Contractor also needs to submit their Corporate HSE policy, highlighting the salient features to be followed in the well-sites. Safety gears viz. Shoes, Helmets, etc. must be replaced as per requirements. Contractor to refer Appendix-A for detailed HSE Compliance.

8.10 **Food, Accommodation, Transportation & Medical Services:** The Contractor shall be responsible for, and shall provide for all requirements of their personnel, and of their sub-Contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no charge to the Company.

8.11 The Contractor shall make his own arrangements for an operating base and maintain required facilities at Jaisalmer or Tanot, Rajasthan 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.

8.12 **Notice for Job operation at wellsite will be given before 48 hours of Job Readiness.**

9.0 **COMPANY'S OBLIGATIONS:**

9.1 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.

9.2 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. However the company will ensure security and safety of bidder's equipment's & personnel at well site during operation/standby time.

9.3 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.

9.4 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.

9.5 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.

10.0 **LOSS OR DAMAGE TO CONTRACTOR'S EQUIPMENT OWING TO ADVERSE HOLE CONDITIONS:**

10.1 **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.

NB: In case of Cable guided fishing operation where Contractor's equipment and manpower is also involved in the operation, the Company shall not assume responsibility for failure which is attributable to Contractor's equipment or to Contractor's part of the operation.

10.2 **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 be retrieved after reasonable attempts.

10.3 **Reimbursement for loss of Sub-Surface equipment:**

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 either reimburse the Contractor for the value of lost or damaged equipment/tools as declared in the import invoices at the time of mobilization (or subsequent replacement/addition) of the same equipment/ tools or CIF value as reflected in Price Bid Format hereto whichever is lower (Plus customs duty paid by the contractor for the equipment tool lost/ damaged, provided that the said custom duty was not borne by the Company and contractor produces the documentary evidence towards payment of customs duty.) for any such loss or damage, less depreciation @3% per month from the date of commencement of this contract or interim mobilization of the lost equipment/tool whichever is later with a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option 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. For any such loss/damage, the contractor must notify the Company in writing within one month from the date of the lost tool and claim thereof must be made within six months of the date of the lost tool or before expiry of the Contract, whichever is earlier [Format for LIH Claim is enclosed as Annexure-F]. The inspection of recovered tools/ equipment, if recovered from downhole, needs to be made by the Company Representative before submission of the invoice by contractor. OIL shall certify the Loss/Damage in Hole immediately upon receiving the

intimation from the Contractor, so that replacement and claiming of Loss/Damage can be done within the stipulated time.

Note: GST on LIH tools, if applicable, shall be on OIL's account.

10.4 **Mobilization of replacement tools against Lost in Hole (LIH) 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 damaged beyond repair. 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 11.3(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 loss/damage of tools to sub-surface equipment Company shall pay the customs duty, if applicable or issue Recommendatory Letter for availing zero customs duty.

11.0 **PENALTIES APPLICABLE FOR MALFUNCTION, NON-PERFORMANCE AND NON-AVAILABILITY OF SERVICE(S)**

11.1 **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 rental 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.
- d) In case of repetitive occurrence of non-performance or default by the contractor, action shall be taken as per clause no. 44.5 of General Conditions of Contract (GCC).

11.2 **Logging Unit unavailability/failure:**

- a) In the event logging unit becomes unavailable for use by the Company, rental for all services (i.e., all standard, special and optional tools attached to that logging unit) along with the Unit will be put under zero rental

charge with effect from the last date of successful logging operation with that unit till the unit is made available for use. In case, if the last successful logging operation using that particular logging unit is more than one month ago, then recovery of rental charges for past period shall be restricted to a maximum one (1) month.

However, in the event of wire-line cable failure/ other cable issues, all services which are rendered unusable/affected shall go under zero-rental from the date of last successful logging operation with that cable up to a maximum of one month.

11.3 **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 contract period.
- b) During logging operation, if any tool fails for reasons solely attributable to contractor and cannot be repaired at well site or base within 24 hours, resulting in contractors failure to provide the requisite services, then the tool shall be under zero rental charges with effect from last date of successful logging operation. In case the last successful logging using that particular tool is more than one month ago, then recovery of rental 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) During logging operation, if any tool fails after it has recorded a log section, then the failed tools will be under zero rental starting from this day in which it failed at well-site.

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) Rental 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 rental. However, if the tool malfunctions in subsequent job, then the rental charges paid in the interim period shall be recovered by OIL.
- e) If during logging operation, some tools malfunction while other tools in the tool string are operating normally and Company decides to continue the

logging operation, then pro-rated operating charges per UOM will be payable for the tools / service which have operated successfully. No operating charge shall be payable for malfunctioned tools.

- f) The contractor must ensure that tools which are out of service (e.g., malfunctioned tools, idling of tools due to lack of spares/ consumables) 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 rental 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 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: Above recovery shall be pro-rated to number of days.	

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) If the Contractor choses to provide replacement tool for malfunctioning tool, then it should be of same or higher specifications and version as the existing tool. Additional Contractor equipment/tool mobilized as contingency in case of failure of Contractor main equipment/tool shall not be chargeable to Company.
- h) **Frequent failure of tools:** 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, additional deductions as per Table-4 in Clause 11.3(f) above shall apply.

11.4 **Loss of rig time on account of Contractor:**

- a) In case of loss of rig time on Contractor's account for not providing logging services for reasons solely attributable to Contractor, the Contractor will make good the Company against such loss of rig time @ **USD 600.00** per hour for Drilling rig and @ **USD 250.00 per hour** for Workover rig. Such recovery shall however be limited to a maximum of 6 hours.

For the sake of calculation of rig time loss due to delay, scheduled well readiness mentioned in the rig DPR or Job Indent, whichever is later, shall be taken as reference for reaching wellsite.

- 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.

11.5 **Removal of tools from base or designated OIL's campsite:**

- a) Removal of Logging tool(s) by Contractor: Contractor is not allowed to remove Logging tools from its base unless replacement tool of same or higher version is provided and inspected.

If the Company at any point of time discovers that the Contractor has removed tool(s) without any prior information, no rental will be payable for such tool(s) from date of last logging operation or inspection whichever is later restricted to maximum of three (03) months until the tool is made available for use.

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 consent, rental shall be not payable until the tool is made available for use however there will be no back dated recovery of rental charges.

In all cases, tool removal shall be treated as unavailable service and penalty shall be recovered as follows:

- (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 11.3(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.

- b) Removal of Logging unit by Contractor: 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, then rental for all the tools/equipment along with the Unit will be under zero rental charges from date of last logging operation. However, recovery of rental for past period shall be restricted to maximum of three (03) months.

11.6 **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 tool shall be deducted from invoices, up to a maximum of 50% of operating charge, till the same is provided and accepted by OIL.

- 12.0 **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 willful 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.

- 13.0 **LOG INTERPRETATION:** 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 willful 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 willful misconduct or gross negligence.

14.0 **POLLUTION OR CONTAMINATION:**

- 14.1 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.

14.2 Notwithstanding anything to the contrary contained herein, it is agreed that 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 'Attorneys fees) for :

a) Damage to or loss of any reservoir or producing formation

b) Damage to or loss of any well

c) Any other subsurface damage or loss, and

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.

14.3 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.

15.0 **LIABILITY FOR THE WELL:**

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

(i) any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or

(ii) blowout, fire, explosion or any other uncontrolled well condition; and/or
(iii) damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or

(iv) any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean-up costs;

whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations 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.

16.0 **CUSTOMS DUTY:**

- 16.1 The Company/Operator will issue Essentiality Certificate for import of Goods in terms of Custom Notification No. 50/2017-Customs dated 30th June-2017, further amended vide customs Notification No. 02/2022-Customs dated 1st February, 2022, S. No. 404 of Table, List 33 and Condition No. 48 and notification no. 08/2022 dated 13.07.2022 on submission of clear, legible and valid documents (including detailed invoice, technical justification, undertaking and affidavit, EC statement etc.) by the contractor to OIL atleast three (03) weeks before the shipment date. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities due to any discrepancy in the documents submitted by the contractor.
- 16.2 Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTGST) on submission of EC in terms of GST Notification no. 08/2022 dated 13.07.2022.
- 16.3 Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.
- 16.4 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 Table 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 thereof must be passed on to OIL.

- 16.5 The bidder while quoting would also need to consider the duty drawback available to them upon re-export of the equipment (if any) and the input tax credit available to them on the IGST paid by them.
- 16.6 Bidders should submit alongwith their Price Bids (not with Technical Bid two separate lists viz. Proforma-A1 covering the items required to be imported by them for execution of the contract against which Customs Duty benefit is available as per Notification No. 02/2022-Customs dated 01.02.2022 and Proforma-A2 covering the items for import against which Customs Duty benefit is not applicable as per Notification No. 02/2022-Customs dated 01.02.2022. The applicable rate of customs duty as per tariff notified by Govt. as on the bid submission must be highlighted against each item of Proforma-A2, so that the subsequent variation (increase or decrease) in customs duty, if any, shall be recovered or reimbursed by OIL as the case may be against documentary evidence. At the time of demobilization, the contractor shall have to submit an undertaking declaring that, they have passed on the benefits availed by them due to subsequent exemption/decrease in Customs Duty to OIL.
- 16.7 The required certificate/undertaking for availing concessional duty will be issued by OIL on the contractor's request 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.
- 16.8 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.
- 16.9 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.
- 16.10 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.

Note: The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments.

However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable. All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.

- 16.11 The Contractor shall primarily and solely be responsible for obtaining customs clearance for importation into India of the Contractor's equipment, spare parts, consumables, tools etc. in connection with the execution of the work. Any demurrage in this process will be at the Contractor's cost.
- 16.12 The Contractor shall arrange the clearance of all equipment, spare parts, consumables, tools from customs and port authorities in India and shall pay all requisite port fees, clearance fees, transit agent fees, inland transportation charges from port to site etc.
- 16.13 The Contractor will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.
- 16.14 The Company/Operator will issue Essentiality Certificate for import of Goods against submission of clear, legible and valid documents (including detailed invoice, technical justification, undertaking and affidavit, EC statement etc.) by the contractor to OIL atleast three (03) weeks before the shipment date. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities due to any discrepancy in the documents submitted by the contractor.

17.0 **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, current operator, Customs etc. should be obtained by contractor for transferring units/tools/equipment to the proposed contract before mobilizing the unit/tools/equipment.

18.0 **DE-HIRING OF TOOLS AND UNIT:**

- 18.1 **DE-HIRING FOR UNSATISFACTORY PERFORMANCE:** If the services of any tool or equipment mobilized is found to be unsatisfactory (not meeting the technical specification/requirements as per the Contract), the same shall be de-hired by giving a prior notice of 15 days in case the Contractor fails to remedy the defect in tool / equipment within 30 days of Company reporting, its dissatisfaction on its performance/capacity. No de-mobilization charges shall be payable by Company for such de-hiring.
- 18.2 **DE-HIRING DUE TO NON- REQUIREMENT:** During the contract period, if Company feels that the services of any Special Tools and optional tools (as listed in Table -1 & Table- 3) are not required any more seeing the applicability Special tools/services, Company may de-hire such tool or equipment by giving notice to de-hire in one month advance.

19.0 **DEMobilIZATION & RE-EXPORT:**

- 19.1 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 Logging Units, tools, its accessories/equipment, including the manpower and re-export/block transfer of the complete Logging Unit (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company.
- 19.2 Immediately after re-exporting/block transferring the Logging units, tools, accessories, and the unused spares and consumables, Contractor shall submit the detail re-export/block transfer documents to Company as documentary proof of re-export/block transfer of all the aforementioned items. In case of failure to re-export/block transfer 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/block transfer from Contractor's final settlement of bills and Performance Security.
- 19.3 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.
- 19.4 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 Bank Guarantee will be forfeited.
- 19.5 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.

- 19.6 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.
- 20.0 **PAYMENT FOR DEMOBILIZATION:** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents upto the last completed financial year, from the CONTRACTOR:
- a) Audited account up to the last completed financial year before the 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 for the above period.
- CONTRACTOR to also submit the following documents along with the demobilization invoice:
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period), payment of duty drawback benefit availed by the contractor to OIL and also cancellation of re-export bond if any.
 - e) Any other documents as required by applicable Indian Laws.
 - f) Undertaking by the Contractor certifying that he shall submit all documents as mentioned in points (a), (b) & (c) above for the financial year in which the contract has been completed, within 30 days of the completion of the tax audit.
 - g) 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.
- 21.0 **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.
- 22.0 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence,
- 22.1 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 or Penalty to the Company.

- 22.2 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.
- 22.3 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 22.2 above.
- 23.0 The following insurance provisions shall be applicable against this tender in lieu of the ones under General Conditions of Contract:
- 23.1 Contractor shall also inform the Company at least 30 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.
- 23.2 **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).
- 23.3 **Waiver of subrogation:** Except for the workmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the contractor as their Corporate policy/rules, where OIL is neither required to be present as principal Assured or additional Assured, all insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:
"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees to the extent of the indemnities undertaken by the Contractor under this contract".
- 23.4 Clause no. 14.12 and 14.13 of GCC are not applicable against this tender/contract.

END OF PART-4 SECTION-II

PART-4 SECTION-III
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.

1.0 LIMITS ON CHARGES:

- 1.1 Mobilization charges of the Unit and tools shall not exceed their respective one month's rental charge and if quoted in excess the balance amount will be released at the end of the contract along with demobilization charges.
- 1.2 Demobilization charge of the Unit and tools cannot be less than 50% of their respective one month's rental charge and if quoted below the limit, the differential amount shall be withheld from the mobilization charges and released at the end of the contract as demobilization charges.
- 1.3 Bidder to quote Monthly Rental Charges ensuring that the following conditions are satisfied in the price bid:
 - 1.3.1 Monthly rental charges (Logging unit and Standard & Special tools) should not be more than 5% of the CIF Value of that particular unit, tool or service. In case the bidder quotes rental charges higher than the prescribed limit, the quoted value shall be considered for price evaluation. However, if the bidder emerges as L1 bidder based on the price evaluation, the monthly rental payable during the currency of the contract shall be @ 5% of the CIF value only.
 - 1.3.2 Monthly Rental charge of the Logging Unit should not exceed 45% of the sum of the quoted monthly rentals for the Logging Unit and Standard and Special Tools. In case the bidder quotes monthly rental charges of the logging unit higher than the prescribed limit, the quoted value shall be considered for price evaluation. However, if the bidder emerges as L1 bidder based on the price evaluation, the monthly rental for logging unit payable during the currency of the contract shall be @ 45% of the of the sum of the quoted monthly rentals for the Logging Unit and Standard and Special Tools.
 - 1.3.3 The payable limit of all the Rental charges shall be first calculated as per para 1.3.1 above. Thereafter, the payable limit of rental charges for the logging unit shall be calculated based on the quoted rental charges.
 - 1.3.4 The monthly rentals for the following services shall not be considered for application of any of the above limits:
 - A-11 - Through Tubing Perforation
 - A-12 - Casing Gun Perforation
 - A-15(i) - Explosive Pipe Cutter
 - A-15(ii) - Severing/Colliding Tool

A-16 - Puncture Services
A-17 - Through Casing Cement dump bailer
S-7 - Through-tubing Bridge Plug
S-8 - Through-tubing cement dump bailer

- 1.4 Operating charge of Depth Determination (A-13) service shall not be more than the lowest Operating charge amongst the operating charges quoted for services A-1 to A-18 in the Standard services category. In case the bidder quotes the operating charge of Depth Determination (A-13) service more than the prescribed limit, the quoted value shall be considered for price evaluation. However, if the bidder emerges as L1 bidder based on the price evaluation, the operating charge of Depth Determination (A-13) service payable during the currency of the contract shall be equal to the lowest operating charge quoted by the bidder amongst services A-1 to A-18.

2.0 MOBILIZATION CHARGES (PROFORMA_B1):

- 2.1 Mobilization charge shall include all cost of mobilization of Standard Equipment/Tools/ Services, Special Equipment/Tools/services (Table-1, Scope of Work), viz., Units, personnel, equipment, tools, spares, consumables, accessories to base camp and shall include 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 GST). In case of Special Equipment/Tools/services, mobilization charge will be paid only for those tools which have been advised for mobilization.
- 2.2 Mobilization charges will be payable after the Date of Commencement of Contract as certified by the Company.
- 2.3 Subsequent Interim Mobilization charge of Special Equipment/Tools/ services will be payable from the date it arrives at 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.
- 2.4 Mobilization charges for all the Units/Tools/Equipment/Services will be paid as per Price Bid Format.

3 DEMOBILIZATION CHARGES (PROFORMA_B1):

- 3.1 Demobilization charges for Standard services and Special services (Table-1) 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.
- 3.2 Demobilization charges shall include all charges towards demobilization of all tools and equipment related to Standard services, Special services (Table-1) & 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.

- 3.3 No Demobilization charges shall be payable for tools lost in hole.
- 3.4 No charge whatsoever will be payable from the effective date of notice to demobilize.

4.0 MONTHLY FIXED (RENTAL) CHARGE (PROFORMA_B1):

- 4.1 Payment of monthly rental 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 at designated base camp up to the date of demobilization/expiry of contract or till the date of de-hiring/interim demobilization of any tools/ equipment/services.

- 4.2 In the event the unit/tool(s) 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, then payment of rental charges of the failed unit/tool(s) shall only start when the unit/tool(s) are rectified and gives satisfactory performance in the second job. Any rental already paid for that unit/tool(s) shall be recovered for up to a maximum of 1 month. Rentals shall be applicable from the time tool is repaired and inspected after failure in first job. The same shall be recovered in case failure on second job.

Under such situation, the mobilization charges of the failed unit/tool(s) shall not be paid till the unit/tool performs satisfactorily. 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, the original expiry date of the stipulated mobilization period shall be considered.

- 4.3 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 designated camp 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.

5.0 OPERATING CHARGES (PROFORMA_B1):

Operating charges means total charges payable per successful logging job which includes Rate per job unit, Depth charge 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).

Depth Charge: This charge is payable for lowering the tool in the well and is payable per meter against the bottom most depth up to which the tool has been lowered.

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.

6.0 MILEAGE CHARGE (PROFORMA_B1):

- 6.1 Mileage charge is the per trip transportation charge for transportation of Logging Unit along with Crew/Equipment and shall be applicable for each round trip to well site from Contractor's base camp (Jaisalmer/Tanot, Rajasthan).
- 6.2 For evaluation purpose, transportation charge for 75 trips, with average 600 KM both ways in each trip will be considered for the Unit. However, payments will be made at actual kilometer travelled.

7.0 STANDBY CHARGE (PROFORMA_B1):

Standby charges on hourly basis shall be applicable for crew/engineer waiting at well-site due to non-readiness of the well for carrying out operations beyond 6 hours after the expected time of well handover.

8.0 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. Only Mileage charges shall be applicable in such cases.

9.0 INCOMPLETE OPERATIONS:

- 9.1 If any tool lowered in the well cannot descent to required depth 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.
- 9.2 In case partial log has been recorded prior to cancellation of the operation 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).

10.0 A PROCESSING AND INTERPRETATION CHARGE (PROFORMA_B1):

- 10.1 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.
- 10.2 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.

11.0 FORCE MAJEURE CHARGES (PROFORMA_B1):

Upon occurrence of force majeure situation and if it satisfies the Force Majeure terms mentioned in General Conditions of Contract, the Force Majeure rate

shall be applicable. Force majeure rate should be quoted by the bidder in the Price Bid Format.

12.0 GENERAL CONDITIONS OF PAYMENT OF OPERATING CHARGES:

- 12.1 No separate rental or usage charges shall be applicable for accessories with units/ tools other than those specified in the Price Bid Format.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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-13) shall be applicable.
- 12.7 No deviation or any surcharge shall be applicable separately either with PCL or wireline.

13.0 DEPTH DETERMINATION RUN (DD) (PROFORMA_B1):

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-13) shall be payable per logging run from surface to deepest logging point, including any repeat sections as instructed by company.

13.1 Depth Determination run Preceding main Operation (DD-PO):

- a) 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.
- b) 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.

- c) 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.
- d) 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 the DD-PO run shall be payable.
- e) 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 the additional DD-PO runs shall be payable.

13.2 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.

14.0 CONDITIONS SPECIFIC TO SIDE WALL CORE SERVICE (PROFORMA_B1):

SWC operation shall be chargeable on the basis of core samples actually delivered.

15.0 CONDITIONS SPECIFIC TO DYNAMIC FORMATION TESTER SERVICE (PROFORMA_B1):

- 15.1 For Formation sampling service depth charge shall be measured from depth of the deepest attempted test.
- 15.2 No pressure 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.
- 15.3 In case of bad hole condition, if no data is acquired then one DD charge shall be payable.
- 15.4 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 bid proforma shall be considered).

- 15.5 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 the flat charge component prorated to the number of valid pretests (in respect to the no. of pretests mentioned in 'Estimated Job units per job' column of price bid proforma) but restricted to a minimum of 20%. (i.e., if prorated flat charge calculates to below 20%, then a minimum of 20% flat charge shall be payable).
- 15.6 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.
- 15.7 For formation fluid sampling each sample attempt shall include a pressure measurement free of charge.
- 15.8 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.
- 15.9 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.
- 15.10 Charges for sample bottle shall not apply to bottles retained by Company upto 1 month after completion of work required for fluid sample analysis.
- 15.11 Dual Packer element will be considered as consumable item and no rental will be charged against this.
- 15.12 For dual packer element, charges will be applied as per actual consumption of the said item (set of packer element used) in one job.

16.0 CONDITIONS SPECIFIC TO RESERVOIR MONITORING TOOL (PROFORMA_B1):

For a particular tool mode, multiple passes recorded in the same interval will be considered as single pass. The number of passes required for a particular mode depends on the tool technology and may vary from bidder to bidder. The operating charge shall be payable as per interval logged for each requisitioned mode (CO/Sigma/Gas quantification). Only one Flat charge, if quoted, shall be payable for logs recorded during one rig-up irrespective of the number of tool modes used.

The Bidder must guarantee good data while record multiple passes in the same interval to account for the statistical nature of the readings for such logs.

(Interval means a patch of continuous depth range in the well. There may be more than one interval in a well where recording of log may be required.

Pass means one time recording of log data in a particular interval in the same run. There may be multiple passes of log recorded in a particular interval.)

In the Price Bid Format, Bidder to quote considering logging operation in one tool mode only. However, operating charge shall be payable on the actual number of tool modes utilized for recording on per metre basis.

17.0 CUSTOMER INSTRUMENT SERVICE (CIS) PAYMENT TERMS (PROFORMA_B1): The CIS payment terms will be governed as follows:

17.1 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.

17.2 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) in addition to operating charges for the respective services.

No rental charge is applicable for the CIS.

18.0 PRICE PROFORMA FOR OPTIONAL TOOLS (PROFORMA_B2)

18.1 Bidders may quote for Optional tools/services, if bidder has the Optional tools/services or provided the same tools/services to other E&P companies, even it is from third party services. In case the bidder quotes NIL or does not quote for a particular optional item, it shall be considered to be provided Free of Cost to OIL during the contract execution.

18.2 The charges quoted for the Tools-on-call (Optional) services covered under **PROFORMA_B2**, shall not be considered for Price Bid Evaluation.

18.3 If company requires, bidder has to supply any tools from the above list for which they have quoted. Such tools will be utilized with already mobilized logging unit of the successful bidder. Therefore, bidder should not include any Logging unit, Crew Charges etc. on the above rates.

18.4 Prices of optional tools/services should include the processing charges also.

18.5 Price Quoted under Optional services Should be Justified. Company reserve the right to Negotiate with the Quoted Rate with that of the Competitors Price Offer for Price reasonableness.

18.6 Prices of optional tools/services on FOR-Destination Basis.

19.0 SCHEDULE OF PAYMENT:

19.1 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.

- 19.2 For operating, monthly fixed, data processing charges, mileage charges etc., Contractor shall raise the invoice after completing service each calendar month.
- 20.3 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 Schedule of Rates and Price Bid Format.

NOTE TO BIDDERS ON PRICE BID FORMAT& PRICE RELATED CONDITIONS

- i) The bidder must indicate the currency of quotation.
- ii) Price shall be quoted only as per the format provided in the Tender Document.
- iii) No separate charges shall be applicable for accessories of units / tools other than those specified in the Price Format.
- iv) Charges towards rig-up, rig-down, data processing, processed data product and personnel including specialists etc., unless specified, shall not be payable separately. These charges may be built into the price components as given in the price formats, as and whenever applicable.
- v) In case the bidder quotes NIL or does not quote for a particular item, it shall be considered to be provided Free of Cost to OIL during the contract execution.
- vi) If any of the columns is not applicable, the same may be marked 'NA'.
- vii) The estimated workload (Period of hiring, number of jobs etc. given in the price format / evaluation sheet is indicative and for evaluation purpose only. Payment shall be made for units/tools actually hired / mobilized but subject to the number of units / equipment/tools awarded and work actually done.
- viii) Bidder should exercise due care and caution while quoting rates so that the bids are compliant with various stipulations, conditions and limits set out in the Tender. If a bidder has confirmed compliance of various stipulation /limit/ condition(s) set out in the tender in the techno-commercial bid but the stipulation/condition/limit is not satisfied in the price bid, the bid will be evaluated and ranked at the quoted rates but rates under the contract to be awarded shall be restricted to the extent that the stipulation/condition/limit is/are satisfied without increasing any of the quoted rates.

END OF PART-4 SECTION-III
END OF PART-4

PROFORMA-A1

List of items to be imported (in connection with execution of the Contract) against which Customs Duty benefit is **APPLICABLE as per Notification No. 02/2022-Customs dated 01.02.2022**

Sr l#	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	Rate of Customs Duty
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L	M

- (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-A2

List of items to be imported (in connection with execution of the Contract) against which Customs Duty benefit is **NOT APPLICABLE** as per Notification No. 02/2022-Customs dated 01.02.2022

Sr l#	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	Rate of Customs Duty
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L	M

- (2) 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 (Summary sheet)	
Tender No. GEM/2022/B/2344127 for 'Hiring of Well Logging Services (Quantity Required: 1)'.	
Name of Bidder	
QUOTED CURRENCY	
TOTAL COST SUMMARY	
Totals for entire hiring period	Logging Unit With Standard and Special Tool
(A) Total Mobilization charge for Logging Unit and Standard tools	-
(B) Total Demobilization charge for Logging Unit and Standard tools	-
(C) Total Mobilization charge for Special tools	-
(D) Total Demobilization charge for Special tools	-
(E) Total monthly rental charge for Logging Unit and Standard tools	-
(F) Total monthly rental charge for Special tools	-
(G) Total Operating charge for Standard tools	-
(H) Total Operating charge for Special tools	-
(I) Total Data Processing Fee	-
(J) Total Other Operational Charge	-
TOTAL QUOTED VALUE EXCLUSIVE OF GST (A+B+C+D+E+F+G+H+I+J)	-
GST @ ____%	
TOTAL QUOTED VALUE INCLUDING GST (PRICE TO BE DECLARED ON GEM PORTAL)	#REF!

NOTE: Please refer to SCHEDULE OF RATES & NOTE TO BIDDERS ON PRICE BID FORMAT & PRICE RELATED CONDITIONS under Scope of Work of the Tender document and submit your prices accordingly.

PROFORMA-B1 (PRICE BREAK UP FOR STANDARD & SPECIAL TOOLS)

SERVICE CODE	SERVICE NAME	CIF VALUE	MOBILIZATION DEMOBILIZATION CHARGES		MONTHLY RENTAL CHARGES			OPERATING CHARGES							
			Mobilization charge per equipment (A)	Demobilization charge per equipment (B)	Estimated hiring period in months (C)	Monthly Rental per equipment (D)	Total rental for the contract period (E)	Job Unit (F)	Estimated Job units per job (G)	Rate per job unit including processing (H)	Depth charge (per meter) (I)	Flat charge (per run) (J)	Service wise cost per job $G \times H + 1600 \times I + J$ (K)	No of jobs/ Unit (L)	Operating cost (O)=KxL
	STANDARD SERVICES														
TR-1	Onshore Truck mounted Logging Unit				24		0	NA	NA	NA	NA	NA	NA	NA	NA
TR-2	Wellhead Control Equipment (BOP)				24		0	NA	NA	NA	NA	NA	NA	NA	NA
TR-3	Pressure Control Equipment				24		0	NA	NA	NA	NA	NA	NA	NA	NA
TR-4	Fishing Equipment				24		0	Per fishing job	1					0	5
CR-1	Personnel/Crew	NA			24		0	NA	NA	NA	NA	NA	NA	NA	NA
CIS	Customer Instrument Service	NA	NA	NA	NA	NA	NA	Per Rigup	1		NA			0	5
A-1	Dual Laterolog Resistivity - Micro Resistivity & SP				24		0	Survey (m)	600					0	28
A-2	Dual-spaced Compensated Neutron Porosity				24		0	Survey (m)	600					0	28
A-3	Formation Density (with Pe & caliper)				24		0	Survey (m)	600					0	28
A-4	Natural Gamma ray				24		0	Survey (m)	600					0	28
A-5	Spectral Gamma ray				24		0	Survey (m)	600					0	28
A-6	Side Wall Core				24		0	Sample (no.)	24					0	25
A-7A	Stuck up Detection				24		0	Survey (m)	500					0	5
A-7B	Back-off Services				24		0	Backoff (no.)	1					0	5
A-8	Borehole Deviation Survey				24		0	Survey (m)	600					0	28
A-9A	Cement Bond Evaluation						0	Survey (m)	1000					0	50
A-9B	Borehole Compensated Sonic				24		0	Survey (m)	600					0	28
A-10A	Bridge Plug Setting						0	Per setting	1					0	40
A-10B	Retainer Packer Setting				24										
A-11A	Through Tubing	1 11/16" Zero phase, 6 spf						Per meter	3					0	5
A-11B	perforation - Deep	2"-2 1/4" Spiral, 4 spf						Per meter	3					0	5
A-11C	Penetration	2"-2 1/4" Spiral, 6 spf			24		0	Per meter	3					0	5
A-11D	Charge	2"-2 1/4" Zero phase, 4 spf						Per meter	3					0	5
A-11E		2"-2 1/4" Zero phase, 6 spf						Per meter	3					0	25
A-12A	Casing gun	Size 3 1/2" to 3 3/4" Deep Penetration						Per meter	6					0	15
A-12B	perforation -	Size 3 1/2" to 3 3/4" Big Hole						Per meter	1					0	3
A-12C	6 spf	Size 4 1/2" to 4 3/4" Deep Penetration			24		0	Per meter	6					0	15
A-12D		Size 4 1/2" to 4 3/4" Big Hole						Per meter	1					0	3
A-13	Depth Determination (Dummy/GR/CCL/Junk Basket)				24		0	Survey (m)	600					0	50
A-14A	Shooting Gamma Ray Services Through Tubing Perforations						0	Survey (m)	600					0	25
A-14B	Shooting Gamma Ray Services Casing Gun Perforations				24		0	Survey (m)	600					0	25
A-15A	Explosive Pipe	Explosive jet cutter 2 1/2" Tubing						Cut (no.)	1					0	5
A-15B	Cutter	Explosive jet cutter 5 1/2" Casing			24			Cut (no.)	1					0	5
A-15C		Explosive jet cutter 7" Casing						Cut (no.)	1					0	2
A-15D		Explosive jet cutter 9 1/4" Casing					0	Cut (no.)	1					0	2
A-15E	Severing/ Colliding	Severing 2 1/2" SLH 90 Drill pipe						Cut (no.)	1					0	2
A-15F	tool	Severing 4 1/2" OD Drill pipe						Cut (no.)	1					0	2
A-15G		Severing 5" OD Drill pipe			24		0	Cut (no.)	1					0	2
A-15H		Severing 6 1/2" OD Drill collar						Cut (no.)	1					0	2
A-15I		Severing 8" OD Drill collar						Cut (no.)	1					0	2
A-16	Puncture services (2 1/2" tbg - 5" drill pipe)				24		0	Puncture (no)	1					0	10
A-17	Through Casing Cement dump bailer				24		0	Bailer (no.)	1					0	5
A-18	Cement Evaluation and Casing Inspection				24		0	Survey (m)	1200					0	36
	TOTAL CHARGES FOR UNIT AND STD SERVICES					0									

SERVICE CODE		SERVICE NAME	CIF VALUE	MOBILIZATION DEMOBILIZATION CHARGES		MONTHLY RENTAL CHARGES			OPERATING CHARGES								
				Mobilization charge per equipment (A)	Demobilization charge per equipment (B)	Estimated hiring period in months (C)	Monthly Rental per equipment (D)	Total rental for the contract period (E)	Job Unit (F)	Estimated Job units per job (G)	Rate per job unit including processing (H)	Depth charge (per meter) (I)	Flat charge (per run) (J)	Service wise cost per job GxH+1600xI+J = (K)	No of jobs/ Unit (L)	Operating cost (O)=KxL	
	SPECIAL SERVICES																
	S-1	Microelectric Imager				24			0	Survey (m)	600				0	16	0
	S-2	Production Logging Tool	a) Temperature measurement			12			0	Survey (m)	200				0	5	0
			b) Pressure measurement							Pressure (no.)	10						
			c) Fluid velocity measurement							Level (no.)	5						
			d) Fluid density measurement							Level (no.)	5						
			e) Hold up measurement							Level (no.)	5						
S-3	S-3A S-3B	Reservoir Monitoring Tool	CO/Sigma/Gas Sat			4			0	Survey (m)	200			0	3	0	
			Water flow			Level (no.)				5		0	2	0			
	S-4	Dipole Shear Sonic Imager				24			0	Survey (m)	600			0	28	0	
	A-5	Pipe Conveyed Wireline Logging				4			0	Survey (m)	600			0	5	0	
	S-6	Dynamic Formation Tester	a) Pretest			12			0	Pre-Test (no.)	10			0	10	0	
			b) Fluid sampling (Normal/PVT)							Sample (no.)	1						
			c) Pumping out time before sampling							Time (hr)	1						
			d) Real Time Fluid Analysis (LFA)							Analysis (no.)	1						
			e) Dual Packer Element							Per Packer Element	3						
	S-7	Through-tubing Bridge Plug				4			0	Plug (no.)	1			0	2	0	
	S-8	Through-tubing Cement Dump Bailer				4			0	Bailer (no.)	1			0	2	0	
	S-9	Multi-Finger Imaging Tool Through-tubing				6			0	Survey (m)	800			0	12	0	
	S-10	Multi-Finger Imaging Tool 40-Finger				6			0	Survey (m)	800			0	12	0	
	S-11	Vertical Seismic Profiling (VSP)				6			0	Level (no.)	100			0	10	0	
	S-12	Nuclear Magnetic Resonance Logging				6			0	Survey (m)	150			0	5	0	
	S-13	Elemental Capture Spectroscopy				6			0	Survey (m)	150			0	5	0	
	TR-5	Data transmission				6			0	Log run (hrs)	5		NA	0	5	0	
	TOTAL CHARGES FOR SPECIAL SERVICES																

SERVICE CODE	SERVICE NAME	CIF VALUE	MOBILIZATION DEMOBILIZATION CHARGES		MONTHLY RENTAL CHARGES			OPERATING CHARGES							
			Mobilization charge per equipment (A)	Demobilization charge per equipment (B)	Estimated hiring period in months (C)	Monthly Rental per equipment (D)	Total rental for the contract period (E)	Job Unit (F)	Estimated Job units per job (G)	Rate per job unit including processing (H)	Depth charge (per meter) (I)	Flat charge (per run) (J)	Service wise cost per job GxH+1600xI+J = (K)	No of jobs/ Unit (L)	Operating cost (O)=KxL
	DATA PROCESSING SERVICES														
PS-1(II)	Dipole Shear Sonic Imager - Borehole stability analysis and prediction of safe mud weight window.	NA	NA	NA	NA	NA	NA	Metre		500		NA		0	5
PS-1(III)	Dipole Shear Sonic Imager - Geo-Mechanical modelling	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA		0	5
PS-1(IV)	Dipole Shear Sonic Imager - Sand Ingression Analysis	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA		0	5
P-Basic	Log Interpretation of standard log data (Gamma ray - Resistivity - Porosity - Density - Sonic log and/or other available data)	NA	NA	NA	NA	NA	NA	Metre		200		NA		0	10
	TOTAL DATA PROCESSING CHARGES														
	OTHER OPERATIONAL CHARGES														
TR-6	Mileage Charge - Logging Unit	NA	NA	NA	NA	NA	NA	Per km		600		NA	NA	0	75
TR-7	Standby Charge	NA	NA	NA	NA	NA	NA	Per Hour		1		NA	NA	0	40
TR-8	Force Majeure Charge	NA	NA	NA	NA	NA	NA	Per Day		1		NA	NA	0	30
	TOTAL OTHER CHARGES														

NOTE: Please refer to SCHEDULE OF RATES & NOTE TO BIDDERS ON PRICE BID FORMAT & PRICE RELATED CONDITIONS under Scope of Work of the Tender document and submit your prices accordingly.

PRICE PROFORMA B2 (PRICE BREAK UP FOR OPTIONAL TOOLS)

SL NO.	SERVICE CODE	DESCRIPTION OF TOOL/SERVICES		MOB/DEMOC CHARGES		OPERATING COST		
			CIF Vule	Charges per Mobilization	Charges per Demobilization	Operating Daily Rate	Unit of Measurement (Days)	Total Cost including processing
			a	b	c	d	e	f = b+c+(dxe)
1	OS-1	Down Hole Video					10	
2	OS-2	Tractor Services to Log Highly Deviated/Horizontal well					10	
3	OS-3	Magnetic Thickness Detector Tool in multi tubular environment Combinable with S-10 and S-11					30	

NOTE: Please refer to SCHEDULE OF RATES & NOTE TO BIDDERS ON PRICE BID FORMAT & PRICE RELATED CONDITIONS under Scope of Work of the Tender document and submit your prices accordingly.

BID FORM

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

Sub: IFB No. GEM/2022/B/2344127

Gentlemen,

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 3% of estd. Annual contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 80 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20__.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Tender No. : GEM/2022/B/2344127

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

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

(Authorised Signatory).

Name of the Bidder_____

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

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited

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

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

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

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

This guarantee is valid until the _____ day of _____

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

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

AGREEMENT FORM

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

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

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

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

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

- a) General Conditions of Contract, (Part-3)
- b) Scope of Work/Special Conditions of Contract/Schedule of Rates (Part-4)
- c) Estimated CIF value of items at the time of import, (Proforma-A)
- d) Price Schedule Format, (Proforma-B)
- e) Bid Form, (Proforma-C)
- f) Statement of Compliance, (Proforma-D)
- g) Performance Security as per Proforma-F
- h) Proforma of Bank Guarantee towards PP-LC (Proforma -L)
- i) Proforma of Bank Guarantee towards Ultimate Parent/Supporting Company

(Proforma -P)

- k) Sample Agreement Form (Proforma-G)
 - l) General HSE Guidelines (Appendix-A)
 - m) Procedure for obtaining Labour Licence (Appendix-B)
 - n) Undertaking regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India (Appendix-C)
 - o) Statement of Compliance, (Proforma-D)
3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

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

Name:

Status:

In presence of

1.

2.

* Bidders are NOT required to complete this form.

PROFORMA LETTER OF AUTHORITY

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

Sir,

Sub: OIL's IFB No. GEM/2022/B/2344127

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

Date: _____

TO

GM (C&P)

Contracts & Purchase Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

Sub: OIL's Tender No. GEM/2022/B/2344127

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **GEM/2022/B/2344127** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (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 or the contract execution.

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

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (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/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
 - (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

Section 4 -Compensation for Damages

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

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

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its 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 external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. **However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.**
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.
9. **In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.**

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

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

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

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To
Oil India Limited_____
India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.
3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

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

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

WITNESS NO.1

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

WITNESS NO.2

(Signature)
Full name and official address
(in legible letters)

(Signature)
Full name, designation and address
(in legible letters)
With Bank Attorney as per power of
Attorney No._____
Dated _____

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

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

Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.

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

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

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR Crores	NET WORTH In INR Crores

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

FORM OF PERFORMANCE BANK GUARANTEE

(By Parent / Supporting Company)

To

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

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

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

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

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

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

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

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

This guarantee is valid until the day of . The details of the Issuing Bank and Controlling Bank are as under:

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.

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS CODE - UTIB0000057; SWIFT CODE: AXISINBB057.

Branch Address - Axis Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003.

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

APPENDIX-A

HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS

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

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.
3. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
4. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
5. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Act or omissions at work.
6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
7. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.
8. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.

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

16. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).
17. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
18. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
19. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
20. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O₂/CO/H₂S) and FLP torch light to be made available at site.
21. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
22. The Contractor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.
23. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.
24. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.

25. OIL will communicate all information to the Contractor or his authorized representative only.
26. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
27. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
28. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.
29. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
30. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
31. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
32. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
33. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
34. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
35. Barricading of area to be done with reflecting tapes as applicable during work.

36. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
37. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
38. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.
39. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
40. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
41. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.
42. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.
43. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

Appendix-B

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

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

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

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

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

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

APPENDIX-C

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

Ref. No _____

Date _____

Tender No.GEM/2022/B/2344127

OIL INDIA LIMITED

Dear Sirs,

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC
INFORMATION/DOCUMENTS

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

Ref. No _____

ANNEXURE-X

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. GEM/2022/B/2344127

To,
The GM-C&P (RF)
Contracts & Purchase Deptt,
OIL, Rajasthan Field, Jodhpur

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)

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

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

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

WHEREAS

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

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

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

M/s.

Witness:

Witness:

1)

1)

2)

2)

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

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

DEED OF GUARANTEE

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, and having an office, amongst others, at Kakinada, Andhra Pradesh, and Jodhpur, Rajasthan, India hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

M/s (Mention complete name), a company duly organized and existing under the laws of (Insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

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

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

1. The Guarantor (Parent Company / **Wholly Owned Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
4. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor’s obligations hereunder.
5. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.

6. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.
For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____

Common seal of the Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE

1. Guarantee shall be executed on stamp paper of requisite value and notarized.
2. The official(s) executing the guarantee shall affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by the Company Secretary shall be furnished alongwith the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company shall also be enclosed alongwith the Guarantee.

"Obligation contained in the deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject"

FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

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

WHEREAS

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

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

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

For and on behalf of
(Bidder)

For and on behalf of
(Sister Subsidiary /
Co-subsidiary)

For and on behalf of
(Ultimate Parent / Holding
Company)

M/s.
Witness
1)
2)

M/s.
Witness
1)
2)

M/s.
Witness
1)
2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidary 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-subsidary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS
FINANCIAL STANDING** (Delete whichever not applicable)
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)
DEED OF GUARANTEE

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

WHEREAS

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR(or equivalent USD) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
 - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
 - (b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
 - (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
 - (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
 - (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
 - (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Bidder)
Company)

Witness:

- 1.
- 2.

For and on behalf of
(Parent/Ultimate Parent/Holding

(Delete whichever not applicable)

Witness:

- 1.
- 2.

END OF TENDER DOCUMENT