



**Oil India Limited**  
**(A Govt. of India Enterprise)**  
**P.O. DULIAJAN, DIST. DIBRUGARH,**  
**ASSAM, INDIA, PIN-786 602**  
**FAX: (91)374-2803549**

**CONTRACTS DEPARTMENT**  
**TEL: (91) 374-2800548**  
**E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**

### **FORWARDING LETTER**

**M/s** \_\_\_\_\_  
\_\_\_\_\_  
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***Subject: IFB No. CDG0680P19 for ‘Hiring of Integrated Service of Modular Injection Facility & Supply of Chemicals for a Pilot Polymer Flooding EOR Project in Nahorkatiya Field of Oil India Limited for a period of 02 (Two) years with a provision of extension by another 01 (One) year’.***

Dear Sir(s),

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

**2.0** In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL’s E-Procurement site for ***‘Hiring of Integrated Service of Modular Injection Facility & Supply of Chemicals for a Pilot Polymer Flooding EOR Project in Nahorkatiya Field of Oil India Limited for a period of 02 (Two) years with a provision of extension by another 01 (One) year’.*** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	<b>CDG0680P19</b>
(ii)	Type of Bidding	:	Open Global E-Tender - Single Stage - Two Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in E-Procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in E-Procurement portal.
(v)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-Procurement Portal

(vii)	Bid Opening Place	:	Office of CGM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India
(viii)	Bid Validity	:	<b>120 (One Hundred Twenty)</b> days from Original Bid Closing Date.
(ix)	Mobilization Time	:	150 (One Hundred Fifty) days from the date of issue OF Mobilization notice after issuance of LOA.
(x)	Bid Security Amount	:	<b>Rs. 42,50,000.00/- or USD 59,000.00</b>
(xi)	Bid Security Validity	:	25.08.2019
(xii)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xiii)	Amount of Performance Security	:	10% of Annualised Contract value.
(xiv)	Validity of Performance Security	:	90 (Ninety) days beyond contract period/duration.
(xv)	Location of job		Assam Field
(xvi)	Duration of the Contract	:	02 (Two) years from the date of commencement of Contract.
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer <b>Clause No. 18.0</b> of General Conditions of Contract.
(xviii)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xix)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.

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

3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having **"Organization Name"** field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

3.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose

respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on E-Tendering the DSC token should be connected to your system.

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

3.4 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

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

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

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

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

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

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

**4.0 IMPORTANT NOTES:** Bidders shall take note of the following important points while participating in OIL's E-procurement tender:

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

ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security

shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

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

iv) **ERRING/DEFAULTING AGENCIES**: Erring and defaulting agencies like bidder, contractor, supplier, Contractor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

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

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

vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the **"TECHNICAL"** and **"PRICED"** bids through electronic form in the OIL's E-Procurement portal within the Bid Closing Date and Time stipulated in the E-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **"Technical Attachments" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 1.0 of (B) Commercial Evaluation Criteria.**

viii) The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

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

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

ix) Conditional bids are liable to be rejected at the discretion of the Company.

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

## 6.0 SCREEN SHOTS

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

**Note:**

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

**7.0 Maintenance of Total bid value in the Response:** For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bid” – **Proforma-B** under **“Notes & Attachment”** and additionally to fill up the **on-line field**

**“Total Bid Value”** under Tab Page **“RFx Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFx Response' form. At the top, there are tabs: **Submit**, **Read Only**, **Print Preview**, **Check**, **Technical RFx Response**, and **Close**. Below these, the form displays 'RFx Response Number 60038748' and 'RFx Owner BHARALI'. The 'Total Value' is shown as '0.00 INR'. The 'RFx Information' tab is selected, showing 'Basic Data', 'Questions', and 'Technical Attachments'. Under 'Event Parameters', the 'Currency' is set to 'Indian Rupee', 'Detailed Price Information' is 'No Price', and 'Terms of Payment' is empty. The 'Total Bid Value' field is highlighted with a red box. Callouts explain: 'Bidder to select the currency of the Response' (pointing to the currency dropdown), '“Total Bid Value” is mandatory in “No Price”' (pointing to the 'No Price' dropdown), and '“Total Bid Value” considering all the taxes & duties.' (pointing to the 'Total Bid Value' field).

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

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the **Proforma-B**.

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

(UPASANA MALAKAR)  
**SENIOR CONTRACTS OFFICER (GLOBAL)**  
For **CGM (CONTRACTS)**  
For **RESIDENT CHIEF EXECUTIVE**

**Date: 01.03.2019**

## **PART – 1**

### **INSTRUCTIONS TO BIDDERS**

**1.0** 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 BIDDING DOCUMENTS**

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

- a) A Forwarding Letter highlighting the following points:
  - (i) Company's IFB No.
  - (ii) Bid closing date and time
  - (ii) Bid opening date and time
  - (iii) Bid submission Mode
  - (iv) Bid opening place
  - (v) Bid validity & Duration of contract
  - (vii) The amount of Bid Security with validity
  - (viii) The amount of Performance Guarantee with validity
- b) Instructions to Bidders, (Part-1)
- c) BEC/BRC, (Part-2)
- d) General Conditions of Contract, (Part-3, Section-I)
- e) Terms of Reference/Technical Specification, (Part-3, Section-II)
- f) Special Conditions of Contract, (Part-3, Section-III)
- g) Schedule of Rates, (Part-3, Section-IV)
- h) Estimated CIF value of items at the time of import, (Proforma-A)
- i) Price Schedule Format, (Proforma-B)
- j) Bid Form, (Proforma-C)
- k) Statement of Non-Compliance, (Proforma-D)
- l) Bid Security Form, (Proforma-E)
- m) Performance Security Form, (Proforma-F)
- n) Agreement Form, (Proforma-G)
- o) Proforma of Letter of Authority, (Proforma-H)
- p) Authorization for Attending Bid Opening, (Proforma-I)
- q) Integrity Pact, (Annexure-V)
- r) Format of Agreement between bidder and their parent company/100% Subsidiary company, (Annexure-VI(a)), Parent company/Subsidiary company Guarantee (Annexure-VI(b)), Corporate Guarantee of parent/ultimate Parent/Holding company (Annexure-VI(c))
- s) Form of Performance Bank Guarantee for Ultimate Parent/Supporting Company (Annexure-VI(d))
- t) Proforma for deployment of key personnel for 50% of Contract Period, (Annexure-VII)
- u) Proforma for Bio-Data of Manpower, (Annexure-VIII)
- v) Proforma undertaking from Contractor's Personnel, (Annexure-IX)



- w) Safety Measures, (Annexure-X)
- x) Proforma of Bank Guarantee towards PP-LC (Annexure-XI)
- y) Undertaking of authenticity of information/documents submitted as per Annexure-E
- z) Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG (Annexure-XII)

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid without seeking any clarifications.

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

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

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

### **4.0 AMENDMENT OF BIDDING 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.

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

### **5.0 PREPARATION OF BIDS**

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

5.2 **BIDDER'S/AGENT'S NAME & ADDRESS:** Bidders should indicate in their bids their detailed postal address including the Fax/Telephone/Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.



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

**(A) UN-PRICED TECHNO-COMMERCIAL BID (to be uploaded in “Technical Attachments” tab)**

- (i) Complete technical details of the services offered.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C.
- (v) Statement of Non-compliance as per Proforma-D
- (vi) Proforma-A: List of items to be imported without the CIF values.
- (vii) Copy of Priced Bid **without indicating prices** (Proforma-B).
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-V attached with the bid document to be digitally signed by the bidder.

**Note:** Please note that, price should not be mentioned in the “Technical Attachments” tab.

**(B) PRICED BID (to be uploaded in “Notes and Attachments” tab)**

Bidder shall quote their prices in the following Proforma available in OIL's E-Procurement portal in the **“Notes & Attachments” Tab**:

- (i) Price-Bid Format as per Proforma-B
- (ii) Bid Form as per Proforma-C
- (iii) Proforma-A showing the items to be imported with the CIF values.
- (iv) Any Proforma/Annexures called for.

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

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

**8.0 BID PRICE:**

8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under “Notes & Attachment” Tab. Prices must be quoted by the bidders as per the Pricing format.

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

8.3 All duties (except basic customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids

shall be made considering the quoted GST. 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.

## **9.0 CURRENCIES OF BID AND PAYMENT:**

9.1 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.

9.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

## **10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

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

## **11.0 BID SECURITY:**

11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9.

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-E** or an irrevocable Letter of Credit (L/C) from any of the following Banks –

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
- c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
- d) Bank Guarantee issued by a Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

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

**11.3 Bidders can submit Bid Security online through OIL's electronic Payment Gateway.**

11.4 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive.

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

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

11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause **29.0** below is furnished.

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

11.9 The Bid Security may be forfeited:

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

11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.

**11.11 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Banker's Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's E-portal.** The original Bid Security shall be submitted by bidder to the office of CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam), India in a sealed envelope which must reach GM-Contract's office on or before 12.45 Hrs (IST) on the Bid Closing date.

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

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

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602. The Bank details are as under:

	<b>Bank Details of Beneficiary</b>	
<b>a</b>	Bank Name	AXIS BANK LTD
<b>b</b>	Branch Name	DULIAJAN BRANCH
<b>c</b>	Branch Address	DAILY BAZAR, JYOTI NAGAR, DULIAJAN, DIST. DIBRUGARH, ASSAM, PIN 786602 <b>State:</b> <a href="#">ASSAM</a>
<b>d</b>	Banker Account No.	910020040028220
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	<a href="#">UTIB0001129</a>
<b>g</b>	MICR Code	<a href="#">786211302</a>
<b>h</b>	SWIFT Code	AXISINBB140
<b>i</b>	Contact No.	+919706011291
<b>j</b>	Contact Person Name	RUPAM BHUYAN
<b>k</b>	Fax No.	03742800089
<b>l</b>	Email Id	<a href="mailto:duliajan.branchhead@axisbank.com">duliajan.branchhead@axisbank.com</a>

## **12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

12.2 If the bidder is a Micro or Small Enterprises (MSE) 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, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items/Services for which bidder are registered with any of the aforesaid agencies.

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

## **13.0 PERIOD OF VALIDITY OF BIDS:**

13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If

nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

#### **14.0 SIGNING OF BIDS:**

14.1 Bids are to be submitted online through OIL's E-Procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 15.1 below.

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

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

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

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

## **15.0 SUBMISSION OF BIDS:**

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

- i) The Original Bid Security along with 1(one) copy.
- ii) Printed catalogue and literature if called for in the bid document.
- iii) Power of Attorney for signing of the bid digitally.
- iv) 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.

15.2 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.

15.3 Timely delivery of the documents in physical form as stated in Para 15.1 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.

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

## **16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:**

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/Representative/Retainer/Associate in India and also stating in their bids whether the

Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer /Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

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

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

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

17.1 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.

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

17.3 The documents in physical form as stated in **Para 15.1** must be received by Company at the address specified in the "Forwarding Letter" on or before **12.45 Hrs (IST)** on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

#### **18.0 LATE BIDS:**

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

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

19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.

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



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

**20.0 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.

**21.0 BID OPENING AND EVALUATION:**

21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter or E-Portal. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

21.2 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.

21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

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

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

21.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A

material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

## **22.0 OPENING OF PRICED BIDS:**

22.1 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.

22.2 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.

22.3 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.

## **23.0 CONVERSION TO SINGLE CURRENCY:**

While evaluating the bids, the B.C. Selling market rate of exchange declared by State Bank of India, kolkata CAG branch 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.

**24.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.

24.1 **DISCOUNTS/REBATES:** Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

24.2 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.

24.3 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

24.4 **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.

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

## **25.0 CONTACTING THE COMPANY:**

25.1 Except as otherwise provided in **Clause 21.0** 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 21.6**.

25.2 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.

## **D. AWARD OF CONTRACT**

**26.0 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.

**27.0 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.

## **28.0 NOTIFICATION OF AWARD:**

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

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

28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 29.0** below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

## **29.0 PERFORMANCE SECURITY:**

29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from:

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.
- c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India
- d) Bank Guarantee issued by a Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

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

- a) Full address.
- b) Branch Code.
- c) Code Nos. of the authorized signatory with full name and designation.
- d) Phone Nos., Fax Nos., E-mail address.

The domestic bidders 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.

The foreign bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

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

29.2 The Performance Security specified above must be valid for 3 (three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

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

29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

**30.0 SIGNING OF CONTRACT:**

30.1 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.

30.2 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.

30.3 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 02 (Two) years from the date of default.

**31.0 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 debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

**32.0 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.

**33.0 MOBILISATION ADVANCE PAYMENT:**

33.1 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.

33.2 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.

33.3 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.

### **34.0 INTEGRITY PACT:**

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

34.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd), Shri Satyananda Mishra, IAS(Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;  
E-mail: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
- b. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India  
E-mail: [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC  
E-Mail id: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

**35.0 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.

**36.0 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.

**37.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no.O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG.**

**37.1** 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. If a bidder seeks free of cost tender document 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.

**37.2** Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet/exceed the target of Local Content (LC) of **35%**

**37.2.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.**

***“We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. \_\_\_\_\_.”***

**37.2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.**

***“We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. \_\_\_\_\_ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder).***

**Note: In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.**

**37.2.3** At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as **Proforma-BB (PP-LC)** of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

**37.3** Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) L1 bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

**37.3.1** Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest



eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

**37.4** Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

37.4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

37.4.2 When the tendered goods/services cannot be divided in the exact ratio of 50%/50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

**37.5** The tendered quantity is not splitable/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.

**37.6** For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.

**37.7** The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

**37.8 Determination of LC:**

37.8.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

37.8.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and General service cost, excluding profit, company overhead cost, taxes and duties.

37.8.3 The criteria for determination of cost of local content in the service shall be as under:

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

**37.8.4 Determination of Local Content:** The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

### **37.9 Calculation of LC and Reporting:**

37.9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

37.9.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

### **37.10 Certification and Verification:**

37.10.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

#### **37.10.1.1 At bidding stage:**

- a) Price Break-up
  - (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 37.3.
  - (ii) Bidder must have LC in excess of the specified requirement.
- b) Undertaking by the bidder
  - i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. 37.1, such undertaking shall become a part of the contract.
  - ii. Bidder shall also submit the list of items/services to be procured from Indian manufacturers/service providers.
- c) Statutory Auditor’s Certificate
 

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 37.2.

#### **37.10.1.2 After Contract Award**

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

37.10.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

37.10.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

37.10.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

37.10.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

### **37.11 Sanctions:**

37.11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

37.11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

37.11.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/successful bidder.

37.11.4 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.

37.11.5 In pursuance of the clause No. 37.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate

of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Annexure-XI) equivalent to the amount of PBG.

**END OF PART - 1**

**&&&&**

## **PART-2**

### **1.0 BID EVALUATION CRITERIA**

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

#### **1.1 TECHNICAL CRITERIA**

The following minimum criteria should be met by the Bidder failing which their bid/offer will be rejected:

1.1.1 Bid should be complete covering all the Scope of Work laid down in tender document and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/literatures wherever required. Incomplete and non-conforming bids will be rejected outright.

##### **1.1.2 Eligibility and experience of the bidder:**

The Contractor/Service Provider/bidder must fulfil the following minimum pre-qualifying criteria for Polymer Flooding Services:

- i) Bidder shall submit a representative (sealed) sample of quantity 01 Kg of polymer intended to be supplied for this project along with a stamped quality certificate demonstrating compliance of the specifications as per Annexure-2 of Section-II 'Schedule of Works' as part of the technical bid. The parameters mentioned in Annexure-2 shall also be tested on the supplied sample in OIL's own laboratory and experimental results shall have to meet the values set for the perimeters. Bidder shall ensure that there is no damage to the sample container during transit. Bids without sample will not be considered for evaluation and such bid will be rejected outright.
- ii) The bidder shall have experience in carrying out of at least 01 (One) 'SIMILAR' work of minimum of value **Rs. 10 Crore (or 1.39 million USD)** under single contract for Oil & Gas Industries in previous 07 (Seven) years to be reckoned from the original bid closing date.
- iii) The bidder must also have the experience of:
  - a) **Installation** of skid based/fixed polymer injection facilities for the job as mentioned in the **1.1.2 ii) above.**
  - b) **Operation and Maintenance** of polymer injection facilities with minimum pumping capacity of 400 m<sup>3</sup>/day of polymer for EOR purpose at least cumulative period of 02 (Two) years (any overlapping periods in contracts

shall be counted as single period only) for oil/gas industry during the last 07 (Seven) years from the original date of techno-commercial bid opening.

**Notes to BEC Clause 1.1.2 ii) and iii) above:**

- a. “Similar nature of work(s)” mentioned in Para 1.1.2 ii) means continuous injection of polymer solution into reservoir for EOR purpose with minimum pumping capacity of 400 m<sup>3</sup>/day for 02 (Two) years using their own injection set up along with all the required facilities as mentioned in the scope of work of this tender.

For proof of requisite Experience (refer clause **Notes to BEC Clause 1.1.2 ii) and iii) above, a.)**, the bidder shall submit copies of contracts with the detail scope, along with relevant documentary evidences in respect of satisfactory execution of the contract and execution of requisite value, in the form of copies of any of the documents (indicating respective contract number and type of services), such as:

- i. Satisfactory completion/performance report  
or
  - ii. Proof of settlement/release of final payment against the contract  
or
  - iii. Any other documentary evidence that can substantiate the satisfactory execution of the contracts with requisite value as cited above.
- b. Experience document should be issued and signed by the authorized signatory of the client company where the work has been executed. The client company shall be a separate entity from the bidder and/or supporting company. Experience certificate from a company which is a subsidiary/co-subsidiary/sister concern of the bidder and/or supporting company shall not be accepted. The bidder has to submit an undertaking in this regard.

**1.2 FINANCIAL CRITERIA**

- 1.2.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 10 Crore (or 1.39 million USD)**.
- 1.2.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

**Notes to BEC Clause 1.2 above:**

- a. For proof of Annual Turnover & Net worth (refer clause 1.2.1 and 1.2.2 above), any one of the following documents/photocopies must be submitted along with the bid:

**OR**

- (i) Audited Balance Sheet along with Profit & Loss account.
  - (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number) as per format prescribed in **Annexure-X**.
- b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding 06 (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 2017-18 has actually not been audited as on the Original Bid closing date.
- c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same certifying the Annual turnover & Net worth.
- d. In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:
  - (i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.
  - (ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as **Annexure-VI(c)**) by the authorized officials.
  - (iii) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
  - (iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.

### **1.3 BIDDER WITH SUPPORTING COMPANY:**

The bidder may submit the bid along with a Supporting Company wherein the Supporting company may be (a) the Parent Company of the bidder (Subsidiary Company) (b) the Technical Collaborator of the bidder.



a) **ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. **1.1.2 i), ii), iii) and 1.2** can also be considered provided the Bidder is a subsidiary company of the parent company **[supporting company]** in which the parent company has 100% stake **or** parent company can also be considered on the strength of its 100% subsidiary **[supporting company]**. However, the parent/subsidiary company of the Bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary company is dependent upon the 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 should enclose an Agreement (as per format enclosed as **Annexure-VI (a)**) between the parent and the subsidiary company or vice-versa and Parent /Subsidiary Guarantee (as per format enclosed as **Annexure-VI (b)**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.

In both the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at **Annexure-VI (d)**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and Performance Security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- (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 (i) above, Bid Security submitted by the bidder shall be forfeited.

**NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.**

**b) ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED WITH THE SUPPORT OF TECHNICAL COLLABORATOR**

In case the bidder does not meet the experience criteria as per Clause No. **1.1.2 i), ii) and iii)** above, may also submit bid on the strength of Technical Collaborator provided all the following criteria are complied:

- i) The Technical Collaborator shall fulfil all the technical criteria mentioned in the SOW. The Technical Collaborator at its own shall meet the eligibility and experience criteria as per Clause No. **1.1.2 i) ii) and iii)**. The experience of the Technical Collaborator partnering with other firms will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator shall be submitted as per **Notes to BEC Clause 1.1.2 ii) and iii) above, a)'**.
- ii) However, the primary bidder shall meet the financial criteria Clause No. 1.2.
- iii) Bidders quoting based on technical collaboration, shall submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator **clearly indicating their roles** and responsibilities **under the scope of work** which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender. Any party who is extending technical support by way of entering into technical collaboration with another party shall not be allowed to submit an independent bid and such bids shall be rejected straightway. Further, all bids from parties with technical support from same principal will also be rejected.

**1.5** Bidders quoting on the technical strength of Technical collaborator/Subsidiary /Parent company experience/(who qualifies the Technical requirement as per the tender qualifying criteria) should provide the respective services including key personnel for a minimum duration of 50% of the Contract period during execution of the contract. A declaration as per **ANNEXURE-VII** in this respect to be submitted as part of technical bid.

**1.6 MOBILIZATION TIME:** The Bidder /Contractor/Service Provider should be in a position to start mobilization of their resources at site to take up the assignment in the event of a contract within 150 (One Hundred Fifty) days from the date of issue of Mobilization Notice after Issuance of Letter of Award by Company. The Bidder/Contractor/Service Provider is required to submit a declaration in this regard.

## **2.0 COMMERCIAL EVALUATION CRITERIA:**

- 2.1 Bids shall be submitted under Single Stage Two Bid System i.e., Technical Bid and Price Bid separately in the OIL's E-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **"Technical RFx Response" Tab** and Price Bid as per **Proforma-B** uploaded in the **"Notes & Attachments" Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 2.2 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.
- 2.3 Bids should be valid for 120 (One-Hundred Twenty) days from the original bid closing date. Bids with shorter validity will be rejected as being non-responsive.
- 2.4 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's CGM-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 2.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e., who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 2.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 2.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 2.8 Any physical documents wherever called for, 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.
- 2.9 Any Bid containing false statement will be rejected.

- 2.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid will be summarily rejected.
- 2.10 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.
- 2.11 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:
- i) Performance Security Clause
  - ii) Taxes Clause
  - iii) Insurance Clause
  - iv) Force Majeure Clause
  - v) Termination Clause
  - vi) Arbitration Clause
  - vii) Liability Clause
  - viii) Withholding Clause
  - ix) Liquidated damages Clause
  - x) Firm price
  - xi) EMD/Bid bond
  - xii) Integrity Pact

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

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

- 3.1 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.2 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) 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 03 (Three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 3.3 The contract will be signed with successful bidder for the required services as per ‘Scope of Work’ of the IFB.

- 3.4 The bidders must quote their charges/rates in the manner as called for vide “Schedule of Rates” under **Section - IV** and the summarized price schedule format vide enclosed **Proforma -B**.
- 3.5 The quantities shown against each item in the “Price Bid Format (i.e. in Proforma-B)” shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 3.6 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** as per 'Proforma-B'.

#### **4.0 GENERAL:**

- 4.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.
- 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 of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

**5.0 CUSTOMS DUTY:** The Tools and the Services under this Contract shall be carried out for petroleum operation under nominated blocks or NELP/other eligible blocks and therefore, Customs Duty is not payable as per the policy of the Govt. of India. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.

- 5.1 In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.
- 5.2 Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

## **6.0 PURCHASE PREFERENCE CLAUSE:**

Purchase Preference to Micro and Small Enterprises registered with District Industry Centres 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.

- 6.1 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 6.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- 6.3 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.
- 6.4 **DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:**

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres 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. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

### **6.5 Purchase preference Policy (linked with Local Content) (PP-LC)**

- 6.6.1 **Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG and subsequent amendments, if any shall be applicable in this tender (*Annexure- XII enclosed*).**
- 6.6.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at Clause No. 37.0 of ITB and shall have to submit all undertakings/documents applicable for this policy.

## **7.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly,

Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

**8.0 CHECKLIST FOR BEC:** This is enclosed as ***Annexure- A to BEC***.

**END OF BEC**



## **CHECKLIST FOR BEC**

### **Annexure- A to BEC**

Bidders to mark (√) **Provided** or **Not Provided** along with the Reference File No. and page No. whichever is applicable

<b>Clause No</b>	<b>Description</b>	<b>Reference File No. and Page No. of Bidder's Quote</b>	<b>Provid ed</b>	<b>Not Provid ed</b>
1.0	<p><b><u>BID EVALUATION CRITERIA</u></b></p> <p>The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the Techno-commercial Bid.</p>			
1.1	<p><b><u>TECHNICAL CRITERIA</u></b></p> <p>The following minimum criteria should be met by the Bidder failing which their bid/offer will be rejected:</p> <p>1.1.1 Bid should be complete covering all the Scope of Work laid down in tender document and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/literatures wherever required. Incomplete and non-conforming bids will be rejected outright.</p> <p>1.1.2 <b>Eligibility and experience of the bidder:</b> The Contractor/Service Provider/bidder must fulfil the following minimum pre-qualifying criteria for Polymer Flooding Services:</p> <p>i) Bidder shall submit a representative (sealed) sample of quantity 01 Kg of polymer intended</p>			

	<p>to be supplied for this project along with a stamped quality certificate demonstrating compliance of the specifications as per Annexure-2 of Section-II 'Schedule of Works' as part of the technical bid. The parameters mentioned in Annexure-2 shall also be tested on the supplied sample in OIL's own laboratory and experimental results shall have to meet the values set for the perimeters. Bidder shall ensure that there is no damage to the sample container during transit. Bids without sample will not be considered for evaluation and such bid will be rejected outright.</p> <p>ii) The bidder shall have experience in carrying out of at least 01 (One) 'SIMILAR' work of minimum of value <b>Rs. 10 Crore (or 1.39 million USD)</b> under single contract for Oil &amp; Gas Industries in previous 07 (Seven) years to be reckoned from the original bid closing date.</p> <p>iv) The bidder must also have the experience of:</p> <p>a) <b>Installation</b> of skid based/fixed polymer injection facilities for the job as mentioned in the <b><u>1.1.2 ii) above.</u></b></p> <p>b) <b>Operation and Maintenance</b> of polymer injection facilities with minimum pumping capacity of 400 m<sup>3</sup>/day of polymer for EOR purpose at least cumulative period of 02 (Two) years (any overlapping periods in contracts shall be counted as single period only) for oil/gas industry during the last 07 (Seven) years from the original date of techno-commercial bid opening.</p>			
	<p><b><u>Notes to BEC Clause 1.1.2 ii) and iii) above:</u></b></p> <p>a. "Similar nature of work(s)" mentioned in Para 1.1.2 ii) means continuous injection of polymer solution into reservoir for EOR purpose with minimum pumping capacity of 400 m<sup>3</sup>/day for 02 (Two) years using their own injection set up along with all the required facilities as mentioned in the scope of work of this tender.</p> <p>For proof of requisite Experience (refer clause</p>			

	<p><b>Notes to BEC Clause 1.1.2 ii) and iii) above,</b></p> <p><b>a.),</b> the bidder shall submit copies of contracts with the detail scope, along with relevant documentary evidences in respect of satisfactory execution of the contract and execution of requisite value, in the form of copies of any of the documents (indicating respective contract number and type of services), such as:</p> <p>i. Satisfactory completion/performance report</p> <p>or</p> <p>ii. Proof of settlement/release of final payment against the contract</p> <p>or</p> <p>iii. Any other documentary evidence that can substantiate the satisfactory execution of the contracts with requisite value as cited above.</p> <p>b. Experience document should be issued and signed by the authorized signatory of the client company where the work has been executed. The client company shall be a separate entity from the bidder and/or supporting company. Experience certificate from a company which is a subsidiary/co-subsidary/sister concern of the bidder and/or supporting company shall not be accepted. <u>The bidder has to submit an undertaking in this regard.</u></p>			
1.2	<p><b><u>FINANCIAL CRITERIA</u></b></p> <p>1.2.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial /accounting years from the original bid closing date should be at least <b>Rs. 10 Crore (or 1.39 million USD).</b></p> <p>1.2.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.</p> <p>1.2.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.</p>			

**Notes to BEC Clause 1.2 above:**

a. For proof of Annual Turnover & Net worth (refer clause 1.2.1 and 1.2.2 above), any one of the following documents/photocopies must be submitted along with the bid:

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

**OR**

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

b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding 06 (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 2017-18 has actually not been audited as on the Original Bid closing date.

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

	<p>evidence for the same certifying the Annual turnover &amp; Net worth.</p> <p>d. In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:</p> <ul style="list-style-type: none"> <li>(i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.</li> <li>(ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as <b>Annexure-VI(c)</b>) by the authorized officials.</li> <li>(iii) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.</li> <li>(iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.</li> </ul>			
1.3	<p><b>BIDDER WITH SUPPORTING COMPANY:</b></p> <p>The bidder may submit the bid along with a Supporting Company wherein the Supporting company may be (a) the Parent Company of the bidder (Subsidiary Company) (b) the Technical Collaborator of the bidder.</p> <p>a) <b><u>ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</u></b></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. <b>1.1.2 i), ii), iii) and 1.2</b> can also be considered provided the Bidder is a subsidiary company of the parent company <b>[supporting company]</b> in which the parent company has 100% stake <b>or</b> parent company</p>			

can also be considered on the strength of its 100% subsidiary **[supporting company]**. However, the parent/subsidiary company of the Bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary company is dependent upon the 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 should enclose an Agreement (as per format enclosed as **Annexure-VI (a)**) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **Annexure-VI (b)**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.

In both the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at **Proforma XX**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and Performance Security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

	<p>(ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p><b>NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.</b></p> <p><b>b) <u>ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED WITH THE SUPPORT OF TECHNICAL COLLABORATOR</u></b></p> <p>In case the bidder does not meet the experience criteria as per Clause No. <b>1.1.2 i), ii) and iii)</b> above, may also submit bid on the strength of Technical Collaborator provided all the following criteria are complied:</p> <p>i) The Technical Collaborator shall fulfil all the technical criteria mentioned in the SOW. The Technical Collaborator at its own shall meet the eligibility and experience criteria as per Clause No. <b>1.1.2 i) ii) and iii)</b>. The experience of the Technical Collaborator partnering with other firms will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator shall be submitted as per <b>Notes to BEC Clause 1.1.2 ii) and iii) above, a)</b>.</p> <p>ii) However, the primary bidder shall meet the financial criteria Clause No. 1.2.</p> <p>iii) Bidders quoting based on technical collaboration, shall submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator <b><u>clearly indicating their roles</u></b> and responsibilities <b><u>under the scope of work</u></b> which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender. Any party who is extending technical support by way of entering into technical collaboration with another party</p>			
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	shall not be allowed to submit an independent bid and such bids shall be rejected straightway. Further, all bids from parties with technical support from same principal will also be rejected.			
1.4	Bidders quoting on the technical strength of Technical collaborator/Subsidiary/Parent company experience /(who qualifies the Technical requirement as per the tender qualifying criteria) should provide the respective services including key personnel for a minimum duration of 50% of the Contract period during execution of the contract. A declaration as per <b>Proforma ZZ</b> in this respect to be submitted as part of technical bid.			
1.5	<b>MOBILIZATION TIME:</b> The Bidder /Contractor/Service Provider should be in a position to start mobilization of their resources at site to take up the assignment in the event of a contract within 150 (One Hundred Fifty) days from the date of issue of Mobilization Notice after Issuance of Letter of Award by Company. The Bidder/Contractor/Service Provider is required to submit a declaration in this regard.			
2.0	<p><b>1.0 COMMERCIAL EVALUATION CRITERIA:</b></p> <p>2.1 Bids shall be submitted under Single Stage Two Bid System i.e., Technical Bid and Price Bid separately in the OIL's E-Tender portal. The Technical Bid is to be uploaded as per Scope of Work &amp; Technical Specification of the tender in <b>"Technical RFx Response" Tab</b> and Price Bid as per <b>Proforma-B</b> uploaded in the <b>"Notes &amp; Attachments" Tab</b>. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.</p> <p>2.2 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.</p> <p>2.3 Bids should be valid for 120 days from bid opening date. Bids with shorter validity will be rejected as being non-responsive.</p> <p>2.4 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's CGM-</p>			



	<p>Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper &amp; valid Bid Security will be rejected.</p> <p>2.4 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e., who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.</p> <p>2.5 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.</p> <p>2.6 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.</p> <p>2.7 Any physical documents wherever called for, 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.</p> <p>2.8 Any Bid containing false statement will be rejected.</p> <p>2.9 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.</p> <p>2.10 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</p>			
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	<p>straightway. One Indian Agent/Representative/ Retainer/Associate cannot represent more than one foreign principal.</p> <p>2.11 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:</p> <ul style="list-style-type: none"> <li>i) Performance Security Clause</li> <li>ii) Taxes Clause</li> <li>iii) Insurance Clause</li> <li>iv) Force Majeure Clause</li> <li>v) Termination Clause</li> <li>vi) Arbitration Clause</li> <li>vii) Liability Clause</li> <li>viii) Withholding Clause</li> <li>ix) Liquidated damages Clause</li> <li>x) Firm price</li> <li>xi) EMD/Bid bond</li> <li>xii) Integrity Pact</li> </ul>			
3.0	<p><b><u>PRICE EVALUATION CRITERIA:</u></b></p> <p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to Bid Evaluation Criteria will be considered for further evaluation as per the Price Evaluation Criteria given below:</p> <p>3.1 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.</p> <p>3.2 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) 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 03 (Three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.</p>			

	<p>3.3 The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.</p> <p>3.4 The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under Section - IV and the summarized price schedule format vide enclosed Proforma – B.</p> <p>3.5 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.</p> <p>3.6 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the <u>Price Bid Format</u> as per 'Proforma-B'.</p>			
4.0	<p><b><u>GENERAL:</u></b></p> <p>4.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when /as advised by company. The loading so done by the Company will be final and binding on the bidders.</p> <p>4.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC 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</p>			

	summarily rejected.			
5.0	<p><b>CUSTOMS DUTY:</b> The Tools and the Services under this Contract shall be carried out for petroleum operation under nominated blocks or NELP/other eligible blocks and therefore, Customs Duty is not payable as per the policy of the Govt. of India. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.</p> <p>5.1 In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil &amp; IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.</p> <p>5.2 Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST &amp; SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.</p>			
6.0	<p><b>PURCHASE PREFERENCE CLAUSE:</b></p> <p>Purchase Preference to Micro and Small Enterprises registered with District Industry Centres 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.</p> <p>6.1 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>6.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>6.3 In case any part of the work is sub-contracted</p>			

	<p>(with prior approval from Company) to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the subcontractor to OIL.</p> <p><b>6.4 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:</b></p> <p>Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres 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. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.</p> <p><b>6.5 Purchase preference Policy (linked with Local Content) (PP-LC)</b></p> <p>6.6.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&amp;NG shall be applicable in this tender (<i>Annexure-XII enclosed</i>).</p> <p>6.6.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings/documents applicable for this policy.</p>			
7.0	<p><b>COMPLIANCE OF THE COMPETITION ACT, 2002:</b></p> <p>The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.</p>			

**ANNEXURE-B to BEC**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.) Crores/ US \$ Million)	<b>NET WORTH</b> In INR (Rs.) Crores/ US \$ Million)

\*Rate of Conversion (if used any): USD 1.00 = INR.....

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

**END OF PART - 2**

**&&&&&**

## **SECTION-I**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1.0 DEFINITIONS:**

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means 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 wanton 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.
- (i) "Wilful Misconduct" means 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.

#### **2.0 EFFECTIVE DATE, MOBILISATION TIME/DE-MOBILIZATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

2.1 **EFFECTIVE DATE OF CONTRACT:** The Contract shall become effective from the Date Company notifies the Contractor in writing (through Letter of Award) that it has been awarded the Contract. This date of issue of LOA shall be treated as the Effective Date of the Contract.

2.2 **MOBILISATION TIME:** The mobilization of equipment, personnel etc. should be completed by Contractor within **150 (One Hundred Fifty) days from the date of issue of Mobilization Notice after issuance of LOA.** Mobilization shall be deemed to be completed when Contractor's all equipment and manpower are placed at the nominated site and in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

2.3 **DATE OF COMMENCEMENT OF OPERATION:** Date, on which the mobilization (manpower along with equipment & accessories) to the nominated site is completed and ready to undertake operation by Contractor in all respects, shall be treated as Date of Commencement of operation.

2.4 **DURATION OF CONTRACT:** The duration of the contract shall be for a period of **02 (Two) Years** from the commencement date mentioned in the work order with a provision for extension by another 01 (One) year. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and/or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

**3.0 GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Terms of Reference (Section II) in most economic and cost effective manner.

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour as required to perform the work.

3.3 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.

3.4 Contractors shall be deemed to have satisfied themselves before submitting their bids 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 in so far as otherwise provided, cover all its obligations under the contract.

3.5 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.

**4.0 GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract.



4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of Company by the terms of the contract.

#### **5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:**

5.1 Contractor will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove within ten (10) days for personnel of Indian origin and twenty one (21) days for foreign residents, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Duliajan, enroute boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard. Successful Contractor shall have to arrange lodging, boarding and local transport during entire period of the project. The Contractor shall establish an office at Duliajan, Assam and maintain for entire period of the contract.

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

#### **6.0 WARRANTY AND REMEDY OF DEFECTS:**

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/Contractor field practices and in conformity with all specifications and standards 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.

6.2 Should Company discover at any time during the tenure of the Contract or till such time the Contractor's Equipment are in the base camp designated by OIL after issuance of demobilization notice/expiry of contract 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.

## **7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

7.1 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 so far, 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:

a) which is 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) which is 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.

7.2 Contractor shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract.

7.3 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.

7.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc may be exposed to certain Confidential information and data of the Contractor. Such information and data shall 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.

7.5 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;

## **8.0 TAXES:**

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

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

8.3 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 this contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 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, if required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

8.5 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.

8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

## **9.0 GOODS AND SERVICES TAX**

### **9.1 GENERAL REMARKS ON TAXES & DUTIES:**

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

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

9.3 “**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.

9.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

9.5 Bidder should also mention the **Harmonised System of Nomenclature** (HSN) and **Service Accounting Codes (SAC)** at the designated place in SOR.

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

9.6.1 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.

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

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

9.7.1 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.

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

9.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

9.9 Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.

9.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/Contractor, OIL shall withhold the payment of **GST**.

9.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.

9.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is/liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.

9.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor/Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor/Contractor, OIL shall be entitled to recover such amount from the Contractor/Contractor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

9.14 TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.

9.15 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.

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

9.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.

9.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

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

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

9.21 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.

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.

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.

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.

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

9.22 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.

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

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

9.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

#### 9.26 **Documentation requirement for GST**

The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;

- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

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

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

#### 9.27 **Anti-profiteering clause**

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

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

#### 10.0 **INSURANCE:**

10.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its subcontractor, Contractor may self-insure the same.

10.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.



c) General Public Liability Insurance or Comprehensive General 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.

d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools/equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/equipment.

e) 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 as governed by Indian Insurance regulations.

f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.

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

10.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

10.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

10.6 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.

10.7 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.

10.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

## **11.0 CHANGES:**

11.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract

including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

11.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with **Clause 14** hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

## **12.0 FORCE MAJEURE:**

12.1 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 for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

12.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days [if applicable]. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. 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 unless otherwise agreed to.

## **13.0 TERMINATION:**

13.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION)**: This contract shall be deemed to have been automatically terminated on the expiry of duration of

the contractor the extension period, if exercised by Company under the provision of the Contract.

13.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE**: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.

13.3 **TERMINATION ON ACCOUNT OF INSOLVENCY**: In the event that the Contractor or its collaborator 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, 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.

13.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE**: If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the 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.

13.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & 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 consent, the Company may at its absolute discretion, terminate this Contract.

13.6 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 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.

13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 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 including the De-mob cost, if any.

13.8 **CONSEQUENCES 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.

13.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

13.10 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.

#### **14.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

##### **14.1 Arbitration (Applicable for Suppliers/Contractors other than PSU):**

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:

1. 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.

2. The number of arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
UptoRs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. 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.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned

party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

6. Parties agree 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.

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
UptoRs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed 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, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

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

12. 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.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, 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.

The venue of all arbitrations under both **14.1 & 14.2** will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

## **15.0 NOTICES:**

15.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

- | <b><u>Company</u></b>                    |  |
|--|--|
| a) <b><u>For contractual matters</u></b> | b) <b><u>For technical matters</u></b> |
| CGM (Contracts)                          | CGM [PSS)                              |
| OIL INDIA LIMITED                        | OIL INDIA LIMITED                      |
| PO DULIAJAN - 786602                     | PO Duliajan - 786602,                  |
| ASSAM, INDIA                             | Assam, India                           |
| Fax No. 91-374-2803549                   | Fax No. 91-374-2800498                 |
| Email: contracts@oilindia.in             | Email: prodoil@oilindia.in             |
| <br>c) <b><u>Contractor</u></b>          |  |
| _____                                    |  |
| _____                                    |  |
| Fax No. :                                |  |

15.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **16.0 SUBCONTRACTING/ASSIGNMENT:**

16.1 Contractor shall not subcontract, transfer or assign the contract, in full 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 approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

16.2 If against an order placed by OIL, successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-Contractor who is a Micro or Small Enterprise registered with District Industry Centensor 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

#### **17.0 MISCELLANEOUS PROVISIONS:**

17.1 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.

17.2 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.

17.3 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.

17.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

#### **18.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:**

18.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 0.5 % of the Total contract value per week or part thereof of delay subject to maximum of 7.5% of the Total contract value. Liquidated Damages will be reckoned from the

date after expiry of the scheduled mobilisation period till the date of commencement of Operation as defined in Clause No. 2.0 of Section - I.

18.2 If the Contractor fails to mobilise within the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

18.3 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.

**19.0 PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 10% of the Annualised Contract Value) with validity of 90 (Ninety) days beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

**20.0 ASSOCIATION OF COMPANY'S PERSONNEL:** Company's engineer/personnel will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.

**21.0 LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

**23.0 LIABILITY:**

22.1 Except as otherwise expressly provided, 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. 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.



22.2 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.

22.3 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.

22.4 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.

22.5 Except as otherwise expressly provided, 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.

22.6 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.

22.7 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.

22.8 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.

**23.0 LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or Criminal Acts,

(a) 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.

(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 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.

(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.

**24.0 INDEMNITY AGREEMENT:**

24.1 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 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.

24.2 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 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.

**25.0 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.

**26.0 SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract 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).

**27.0 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:

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) 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 Company, 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.

Withholding will also be effected on account of the following:-

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.

- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

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

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

## **28.0 APPLICABLE LAW:**

28.1 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 exclusive jurisdiction of Courts situated in Dibrugarh/Guwahati.

28.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, 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- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) GST Act
- l) Customs & Excise Act & Rules

**29.0 RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised 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 designated representatives and its authorised employees and representatives. The Contractor shall provide the Company 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.

### **30.0 SUBSEQUENTLY ENACTED LAWS:**

30.1 In the event of introduction of any new legislation or any change or 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, (other than personnel and Corporate taxes), duties, 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.

30.2 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.

30.3 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.

30.4 Notwithstanding the provision contained in clause 30.1 to 30.2 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, Excise Duty and GST in addition to new taxes etc. in respect of sub-contractors, Contractors, agents etc. of the Contractor.

30.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the Contractor is liable to provide following disclosure to Company:

- iv. Details of each of the input services used in relation to providing service to Company including estimated monthly value of input service and GST amount.
- v. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

**31.0 ROYALTY AND 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 or drawings forming part thereof.

**32.0 WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

**33.0 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.

**34.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:**

34.1 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. Payment to the third party supplier(s) of the items/consumables shall be made after receipt of goods at site at Duliajan duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

34.1.1 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. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.

34.2 **MANNER OF PAYMENT:** All payments due by Company to Contractor shall

be made at Contractor's designated bank. All bank charges will be to Bidder's account.

34.3 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.

34.4 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.

34.5 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.

34.6 Contractor will submit 03 (Three) 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.

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

34.8 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 34.3 above.

34.9 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.

34.10 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.

34.11 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.

**END OF SECTION – I**

**&&&**



## SECTION – II

## TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT

## SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS

**DESCRIPTION OF SERVICES:** Hiring of Integrated Service of Modular Injection Facility & Supply of Chemicals for a Pilot Polymer Flooding EOR Project in Nahorkatiya Field of Oil India Limited for a period of 02 (Two) years with a provision of extension by another 01 (One) year at the same rate terms and conditions.

**(A) PREAMBLE:** This section establishes the scope and schedule for the work to be performed by the Contractor and describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which the Contractor shall satisfy or adhere to in the performance of the work.

**1.0 BACKGROUND:** OIL INDIA LIMITED, a Government of India Enterprise, is a premier Oil & Gas Company engaged in exploration, production and transportation of crude oil (~75,000 bbl/day), natural gas (~265 MM scf/day) and LPG (~137 tonnes/day) with its headquarters at Duliajan in the Dibrugarh district of Assam, India. The company has operating interests across the country as well as in several foreign countries. The major oil & gas producing assets of the company are located in Upper Assam Basin of North East India, barring a hydrocarbon producing asset in Rajasthan. The operational area is spread over a radius of around 60 km from field head quarters at Duliajan. Duliajan has railway and air connectivity with the nearest airport at Dibrugarh, 50 km away. Most of the crude oil and gas produced by Oil India Limited (OIL) is from its matured and ageing fields. In order to enhance production/recovery from its mature fields, various EOR schemes for increasing reservoir oil recovery are being looked into.

## 2.0 GENERAL RESERVOIR CHARACTERISTICS:

## 2.1 LOCATION OF OILFIELDS AND NATURE OF CRUDE OIL

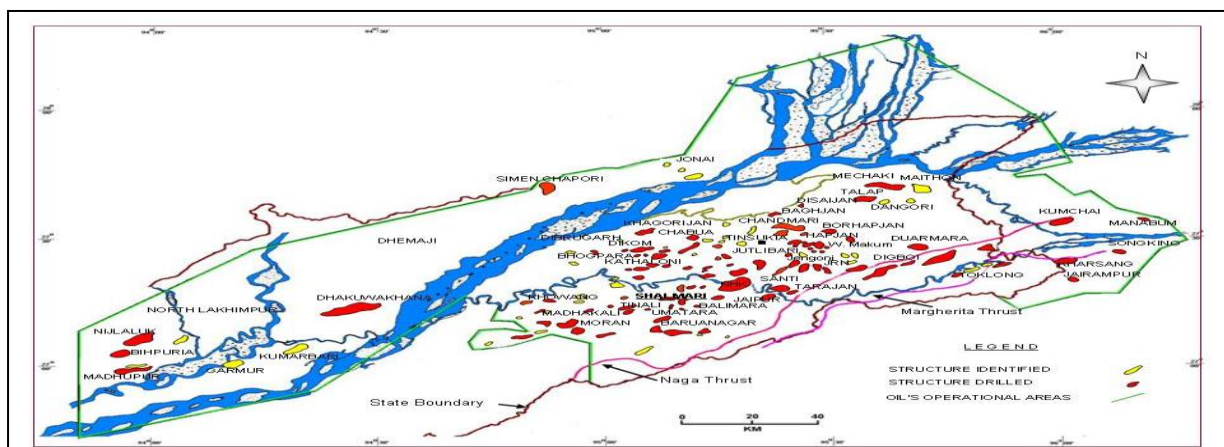


Fig-1: Oil India Limited's Producing Assets


Oil India Limited has producing assets/oilfields which can be divided broadly in terms of geographical area and is presented in Fig-1. The bulk of the hydrocarbons discovered so far in the region are contained in the sandstone reservoirs of Tipam formation of Miocene age, Barail sandstone reservoirs of Oligocene age and the Lakadong + Therria/Langpar of Paleocene/Eocene age with the depth of occurrence of the various reservoirs in the ranges 2000-4000 m. Out of the wells drilled so far in the Upper Assam basin in OIL's fields, some wells have penetrated the entire Tertiary sequence and other wells have been drilled down to Upper and/or middle parts of Barail formation of Oligocene age. Information obtained from these wells show that except for a few thin Paleocene/Eocene Limestone beds, the sediments are primary clastics of the Paleocene/Eocene times; rocks were deposited in marine environments which gradually graded into deltaic/fluvial environments through Oligocene onwards. The generalized stratigraphic succession of Upper Assam basin is given in Fig.-2.


CHRONO-STRATIGRAPHY	AGE (Ma)	FORMATION	THICK. (m)	LITHOLOGY	SOURCE	RES	SEAL	OIL & GAS	
NEOGENE	QUATERNARY	ALLUVIUM	600-1000						
		DHEKIAJULI	600-1500						
		NAMSANG	20-580						
	PLIOCENE	NAZIRA SST.	20-580						
		GIRIJAN CLAY	50-2300			★	★	★	
		TIPAM SANDSTONE	400-1500			★	★	★	
	MIOCENE								
PALEOGENE	OLIGOCENE	BARAIL COAL-SHALE UNIT	50-500		★ <sup>2</sup>	★	★	★	
		BARAIL SST. UNIT (MAIN SAND)	50-500			★	★	★	
		KOPILI	100-450		★ <sup>1</sup>	★	★	★	
		SYLHET LIMESTONE	50-225						
	EOCENE	TURA SST. (BASAL SST)	20-200			★	★	★	
	PALEOCENE								
CRETACEOUS ?	PRECAMBRIAN BASEMENT								


**1.**  
TOC : 0.9 - 6.1%  
VRo : 0.6 - 0.85%  
KEROGEN : TYPE - III & II


**2.**  
TOC : 2.3 - 9.8%  
VRo : 0.50-0.65%  
KEROGEN : TYPE -III & II


**LEGEND**


 MUDST./ SHALE


 SILT / SLTST.

 SAND / SAND STONE

 GRAVEL, CONGLO.

 LIMESTONE

 COAL, LIGNITE

 GRANITIC BASEMENT


 UNCONFORMITY

Fig-2: The generalized stratigraphic succession of Upper Assam basin

Majority of the oilfields produce high wax crude oil (typical wax content 10-16% by wt., although the wax content for individual well stream may range from 6 to 24%.

The pour points of the oils range from 24° to 36° C. The crude oil is sweet (low sulphur) with API gravity of 22-36°.

The formation water has a salinity of ~3000-5000 ppm depending on the geological age and location of the field. Average concentration of Ca<sup>++</sup> and Mg<sup>++</sup> is around 10-20 to 5-10 ppm, respectively. Measured acid number of a few crude is reported to be in the range of ~ 0.15 to 1.70 mg of KOH/g of crude. Interfacial Tension (IFT) of the crude oil - formation water system is in the range of 20-40 mN/m at BHT.

Currently most of the wells are on Gas Lift. The average depth of the wells of Oligocene-Miocene age are ~ 2500 m and the BHT is around 85° C, while in deeper wells of Eocene age, the average depth is ~ 3500 m and the BHT is around 120° C.

### 3.0 AMBIENT CONDITIONS: METEOROLOGICAL DATA

Meteorological Data (At Duliajan)				
		Minimum	Normal	Maximum
1	Elevation above sea level, (m)		121	
2	Ambient Temperature, (°C)	6		38
3	Average Humidity, (%)	60		98
4	Rainfall Data (per month, mm)	16		525
7	Monsoon season		6 months	
8	Seismic zone	The area falls under seismic zone 5		

### 4.0 PREVIOUS EOR/IOR INITIATIVES

Oil India Limited has/had implemented a number of IOR/EOR processes depending on the requirements and suitability which include mainly gas (immiscible)/water injection since mid-sixties. While gas injection was discontinued later based on reservoir engineering studies, water injection/flooding has been continued and has proved to be the most suitable IOR/EOR technique in OIL's fields in Upper Assam like Naharkatia, Jorajan, Moran and Shalmari oilfields. In most of the reservoir blocks where water injection/flooding have been subjected to fairly long duration, oil recovery has been in the range of 30-50%, far exceeding the recovery estimated from primary depletion. The improvement in oil recovery factor due to water injection, over the primary depletion recovery for most of the blocks has been of the order of 10-20%. The current level of water injection is around 8000 m<sup>3</sup>/day.

## **5.0 RECENT STUDY ON FEASIBILITY OF CHEMICAL EOR**

Oil India Limited (OIL) has recently explored the feasibility of EOR application through a Consultancy Project that made laboratory as well as simulation studies on application of chemical EOR in two of the reservoirs of Nahorkatiya and Zaloni Field's. During the study, various scenarios were explored including changing the current water injection Plan to pattern water flooding and application of chemical EOR. It was found that both reservoirs have significant opportunities for increasing production and recovery. Polymer flooding has been found to be an applicable EOR process for the reservoirs. The objective of the present contract pertains to the supply of chemicals and facilities build-up for field implementation of Polymer flooding project in the aforesaid reservoir.

## **6.0 OBJECTIVE OF THE POLYMER FLOODING PROJECT**

The objective of this project is to conduct a successful turnkey EOR Polymer Pilot Injection project in Nahorkatiya Field initially. Based on the outcome of this project the pilot injection may be extended to Zaloni Field.

In this context, OIL intends to hire the integrated service of modular injection facility including supply of chemicals and setting up of necessary facilities for a pilot polymer flooding EOR project from internationally reputed Agencies/Firms (either single or in consortium).

## **7.0 CANDIDATE RESERVOIRS**

Following candidate Oligocene reservoir block has been shortlisted for having potential for incremental oil recovery by application of Polymer flooding process:

NHK Main Barail 3<sup>rd</sup> Sand, Well 11D+18 Block (STOIIP ~ 37.7 MMSKL, current recovery ~ 27.8% of OIIP).

Water injection is being carried out in the above block to maintain reservoir pressure. The summarized description of this reservoir is presented in Table-1. Polymer flooding is expected to yield incremental recovery of around 5-10% from this and similar reservoirs under OIL's operational area.

### **7.1 NHK MAIN BARAIL 3<sup>RD</sup> SAND (11D+18 BLOCK):**

NHK 11D+18 block occupies an area of about 8.15 km<sup>2</sup>. The pool is in south western portion of the Naharkatia Main anticline and is bound by faults on the western and eastern parts. The productive limit on the southwestern side is limited by oil-water margin. This block is a faulted anticlinal structure with the major axis trending in NE-SW direction. The structure contour map of Barail 3<sup>rd</sup> sand - NHK Main (11D+18 Block) is shown in Figure-3, below. Within this block, there are two major NE-SW trending non sealing faults which are depicted in the structure contour map. The oil water margin in the southern part forms the remaining

boundary of the pool. Figure-4, depicts the well combination and geometry of the two pilot areas (Pilot 2 and Pilot 3) identified for polymer flooding.

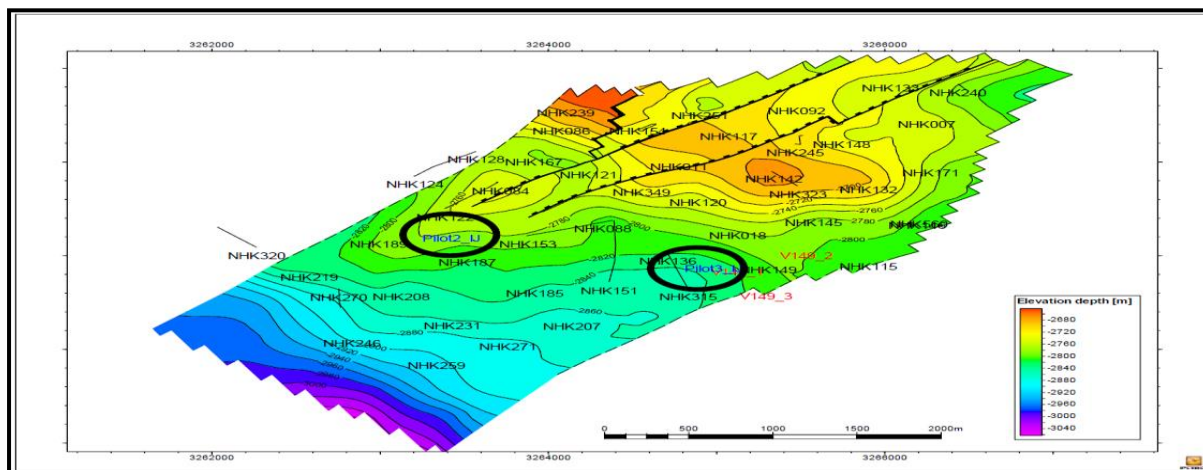


Figure-3: Depth Contour Map on Top of Barail 3<sup>rd</sup> Sand NHK Main (11D + 18 Block)

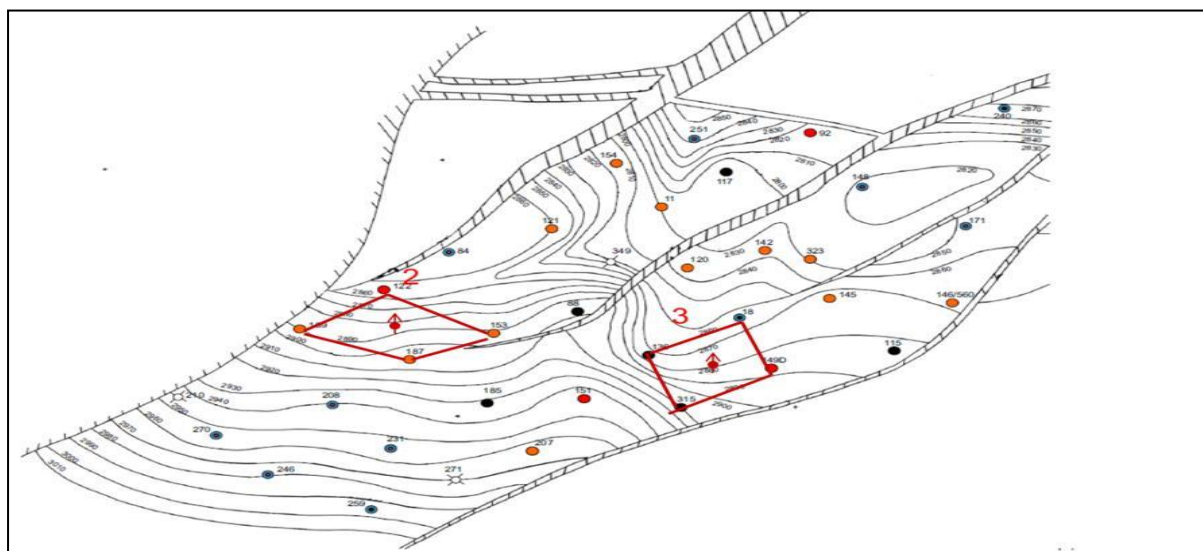


Figure-4: Detailed Location of the Pilot Areas in Barail 3<sup>rd</sup> Sand NHK Main (11D + 18 Block)

So far, 37 wells have been drilled in this reservoir out of which only 4 wells are on production, 8 wells are shut-in and 5 wells are injecting water. Out of 8 shut in wells, one well is shut in due to poor inflow. Three wells are kept shut in due to very high gas oil ratio. One well is kept shut in due to fish in the hole. One well is shut in due to only gas flow. Remaining two wells are shut-in due to 100% water-cut.

Two wells were isolated due to high producing GOR and both the wells were recompleted in Barail 4<sup>th</sup>+5<sup>th</sup> sand. One well has been converted to a water disposal well. Two wells are temporarily abandoned. Five wells are non-operative water injectors and rest ten wells are plugged back.

The pressure -production plot of the NHK Barail 3<sup>rd</sup> Sand 11D+18 is presented in Fig – 5. NHK018 was the first well to be completed in the reservoir in Aug'1956. But regular production from the reservoir could be established only in Dec'63. The oil production rate from the reservoir gradually built up with completion of new wells in the reservoir, to a plateau production level between 1400 - 1500 m<sup>3</sup>/day in 1970 and remained more or less at that level till the onset of decline by end of 1977. During 1979-80, oil production from the reservoir was completely stopped due to state wise agitation in Assam. After that, the oil production from the reservoir continued to decline. As on 31.10.2017, the oil production rate of the block is 62 m<sup>3</sup>/day.

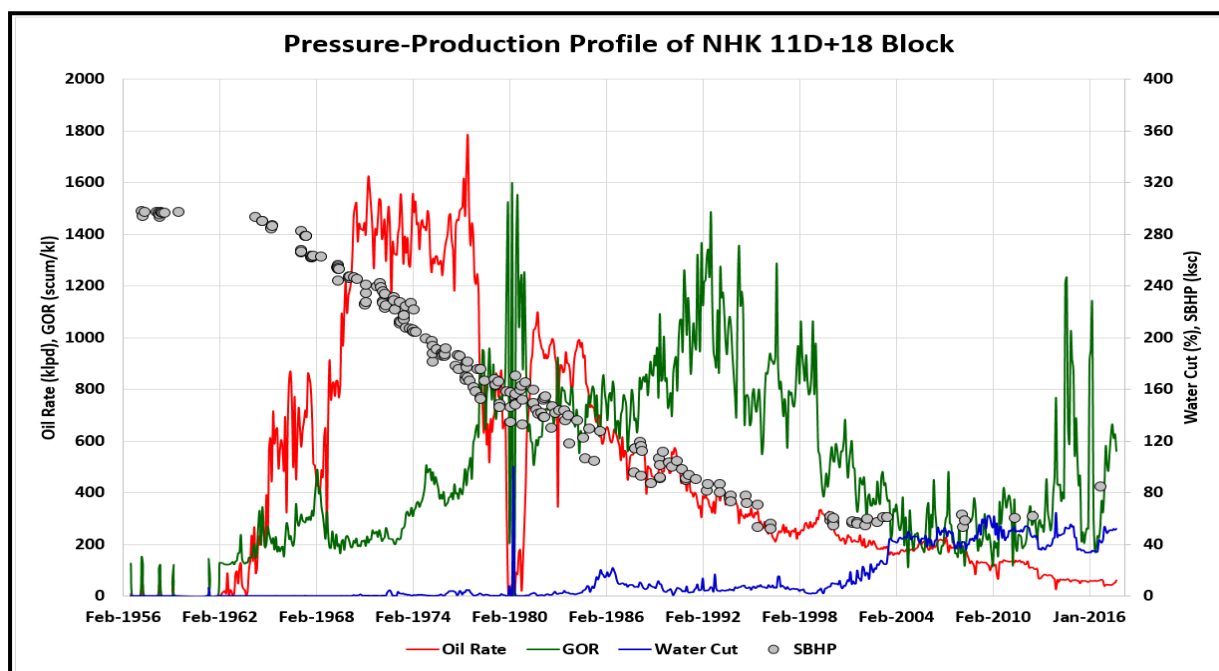


Fig - 5: Pressure production performance of 11D+18 block

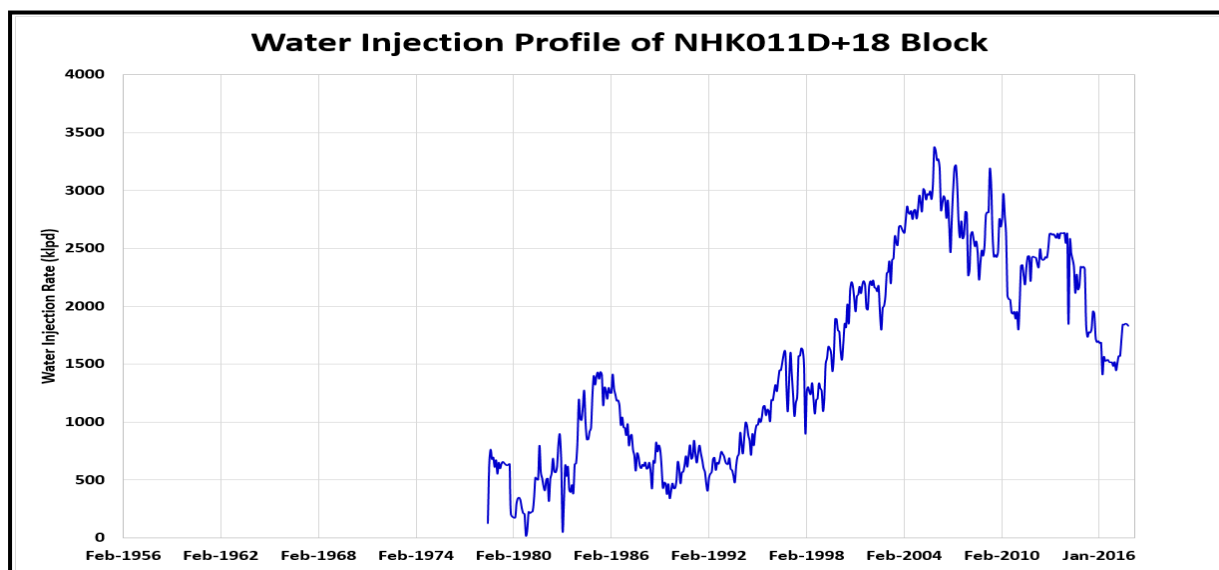


Fig - 6: Water Injection Profile of 11D+18 block

This block produced clean oil with negligible water up to Apr'70. Water cut of the reservoir remains below 5% up to Oct'84 and between 10-15 % up to 1999. After that, water cut started to increase as water injection was continued (Water injection started during Jul'78) in the reservoir. The present water cut of the block is 52%.

Initial produced GOR of the block had remained between 150 – 220 SCM/KL up to 1973, when the reservoir pressure was around 230 Ksc. After that as the pressure decreased with continuous oil production, the produced GOR started increasing and reached to the level of 1480 SCM/KL in Aug'92. The increase in produced GOR indicates liberation of solution gas in the reservoir due to drop in reservoir pressure below bubble point. Since 1992, the produced GOR started decreasing indicating that maximum of solution gas has evolved from the oil and same is being produced from the wells. The current GOR of the block is 561 SCM/KL.

Water injection was started in this reservoir during July'1978 through one well after the reservoir pressure had declined to 165 ksc with oil recovery equivalent to 20% of STOIP. Since then number of wells were converted as water injector. Presently, 5 injection wells are in operation injecting around 1842 klpd water. The water injection profile of NHK 11D+18 block has been depicted in Figure-6 above.

The initial reservoir pressure was 300 Ksc. There has been a continuous decline in reservoir pressure of the block with continuous oil production. The minimum reservoir pressure of the block was measured as 54 Ksc in Dec'02. The reservoir pressure of the block measured in Oct'16 is 84 Ksc, showing minor increase in reservoir pressure due to water injection.

The cumulative oil production from the reservoir is 10.4766 MMSKL (around 27.7% of STOIP – 37.85 MMSKL) as on 31.10.2017, and corresponding gas production is 5242.8130 MMSCM with GIIP –7853.1625 MMSCM (RF for Gas – 66.8%).

The summarized reservoir data of the above discussed reservoir is presented in Table-1.

<b>Reservoir</b>	<b>NHK Main Barail 3<sup>rd</sup> Sand (011D+018 Block)</b>
STOIP, MMSKL (Dynamic Model)	37.85
Cumulative Production, MMSKL	10.4766
No. of Wells	37
Wells on Production	4
Water Injection wells	10 (Active-5)
Oil Production rate, m3/day	62
Reservoir Datum Depth, mbd	2896
Initial Reservoir Pressure, kg/cm <sup>2</sup>	300
Current Reservoir Pressure, kg/cm <sup>2</sup>	84
Bubble Point Pressure, kg/cm <sup>2</sup>	279
Formation Volume Factor	1.45
Oil Viscosity at initial reservoir condition, cP	0.55 - 0.65



Crude API	30.3
Pour Point, °C	33
Average Porosity	20.9
Av Permeability range from Pressure Transient Analysis in selected wells, md	30-200

## 8.0 PROJECT BRIEF:

### 8.1 Site Location(s)

Site: Naharkatia

Nearest Important Town: Duliajan

Nearest Airport: Dibrugarh

### 8.2 Pilot Area

Two pilot areas are identified for polymer injection viz. Pilot 2 & Pilot 3. There will be one injector and four producers each in both pilot areas. Polymer injection with parallel pumping facility for pilot area 2 & 3 will be required to be constructed at the same plinth of OIL's well. A continuous polymer injection as per the dose required to inject @400 m<sup>3</sup>/day per injection well (total 800 m<sup>3</sup>/day for two wells) for 02 years (extendable by another one year) shall be required.

OIL seeks rental supply of Polymer Injection Skids for efficient EOR polymer mixing, hydration and high pressure injection along with Operation & Maintenance (O&M) and associated chemical supply on a turnkey basis for a minimum period of 02 years (extendable by another one year) for injection of partially hydrolysed polyacryl amide (PHPA). The O&M shall include supply of manpower and spares & consumables along with its storage for smooth operation and maintenance of the injection system.

Surface facilities required for the pilot, such as treatment & storage of feed water, water degassing unit, water treatment & softening unit, polymer storage system, polymer unloading system, polymer dissolution and maturation system, polymer metering system, high pressure injection system, Utilities- Air, nitrogen, electrical distribution & control system shall be under contractor's scope.

The above facilities & utilities and also the set up for monitoring etc. shall be created at the plinth of OIL's well. The required quantity of Polymer injection is 400 m<sup>3</sup>/d at each injector (Total 800 m<sup>3</sup>/day).

### 8.3 CHARACTERISTICS OF INJECTION WATER:

Parameters	Acceptable values as per OIL's study	Actual value	Action/Remark
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Dissolved Oxygen	< 20 ppb	0.7-2.4 ppm	Needs to be removed
Total Hardness	20-30 ppm	16-38.5 ppm (Total of Ca <sup>2+</sup> & Mg <sup>2+</sup> )	Needs to be removed
Total Suspended Solids	<20 ppm @ < 5 µm	1.2-20.9 ppm	Needs to be removed
Iron content	< 5 ppm	0.77-14.4 ppm	Needs to be removed
H <sub>2</sub> S content	< 5 ppm	N/A in case of injecting aquifer water, necessary if PWRI to be in full field	N/A
Oil in water	<2 ppm	N/A in case of injecting aquifer water; necessary if PWRI to be in full field, <2ppm	N/A
Bacteria count	< 100 cfu	0-10 <sup>4</sup> cfu (Maximum value)	Not critical

#### 8.4 Characteristics of Produced Crude oil:

Parameters	Unit	Value
API	degree	30.9
Viscosity	cP	1.6 (at 80° C)
TAN (Total Acid No.)	mg KOH/g	<0.1
TBN (Total base No.)	mg KOH/g	<0.2
Pour Point	°C	30
SARA	%	Saturate: 58
		Aromatic: 33
		Resins: 7
		Asphaltenes: <1
Wax content	% Wt	10

## **9.0 BROAD SCOPE OF WORK OF THE SERVICE PROVIDER:**

The project scope will mainly require but not limited to the following components, to the Polymer injection facilities at pilot areas 2 & 3 of NHK 11D+18 block at Naharkatia.

- 9.1 Including all the facilities wherever applicable for design and engineering of all facilities required for the projects.
- 9.2 Water supply from already drilled tube wells at site including the required pump, motor set ancillaries, hook up of lines & fittings to the water storage tank(s)
- 9.3 Supply and placement of Raw Water storage tank(s) considering the water treatment strategy adopted and injection rate (800m<sup>3</sup>/day). Interruption in continuous polymer injection cannot be attributed to inadequate storage of raw water at any point of time during the contract.
- 9.4 Raw water treatment facilities as per the following list which is neither exhaustive nor limited:
  - i) Bacterial control
  - ii) Iron removal
  - iii) Dissolved oxygen removal
  - iv) Water Softening
  - v) TSS removal
- 9.5 Online meters and sampling points at suitable locations. These locations will be advised by OIL (Refer to clause 10.1).
- 9.6 Polymer handling, storage, transportation and loading facilities
- 9.7 Facilities required for
  - i) preparation of polymer solution
  - ii) mixing & stirring of polymer solution
  - iii) filtration of polymer solution to remove insoluble residues, fish-eye
  - iv) maturation
  - v) inline mixing arrangement after dilution
  - vi) metering pumps for polymer solution feed into the maturation/polymer solution storage tank(s)
- 9.8 Supply, storage, handling, preparation and pumping systems for polymer, Biocide and other necessary dosing chemicals and additives.
- 9.9 The bidder shall design the number and capacities of polymer solution tank(s)/maturation tank(s) if required, depending upon the required maturation time of the offered polymer. Interruption in continuous polymer injection cannot be attributed to inadequate maturation.
- 9.10 High Pressure low shear injection pumps
- 9.11 Nitrogen gas generation facilities for blanketing
- 9.12 Air compressor system with storage
- 9.13 Online system for monitoring polymer solution parameters e.g. Viscosity and Injection rate and treated water parameters Dissolved Oxygen, TSS etc. (Refer to clause 13.1).

- 9.14 Setting up of Chemical laboratory at site with necessary instruments for testing and measurement of parameters in the laboratory
- 9.15 Associated Instrumentation, Civil, Electrical, piping and mechanical works.

## **10.0 PROCESS FLOW DESCRIPTION**

- 10.1 Process flow Diagram  
Refer to Annexure 5

**11.0 SOURCE WATER:** Ground raw source water will be provided by OIL through shallow tube wells. These wells will be completed with 4" diameter casing. The drilling of shallow tube wells will be carried out by OIL and OIL will ensure availability of the same. The loss of fluid in the well will be crosschecked by OIL time to time. There will be 8 tube wells within the OIL's well plinth, each well having capacity to deliver at a rate of 10-15 KL/h. Based on these well deliverability, the contractor has to provide pump motor sets of proper design on the eight wells.

The lifting of the ground water by pump and delivery to the source water tank shall be under the scope of the bidder.

### **11.1 TREATMENT OF INJECTION WATER:**

11.1.1 On the basis of OIL's injection water quality and the recommendations of the consultancy study, (Refer to table in clause 8.3) removal of oxygen, Iron, Hardness and TSS is mandatory. Design and technology of the aforementioned water treatments shall be as per contractor's choice and in accordance with the offered polymer to maintain necessary attributes of the treated water for required viscosity and injectivity of the polymer solution. Selection of suitable make & model of the equipments, carrying out engineering for rating, sizing & numbers of equipment, units/sub units etc. shall be under contractor's scope. To check the quality of the post treatment water appropriate online meters (wherever deemed necessary) and sampling points shall be installed by the contractor in suitable locations. These locations will be advised by OIL [Refer to clause 10.1 & 13.0]. The contractor must ensure desired performance of the polymer (greater than 25 cP viscosity of the polymer solution of the offered dose in injection water at 25° C and 10 s<sup>-1</sup> shear rate). In order to achieve the desired performance of the polymer and required rate of injection of the polymer solution (400 m<sup>3</sup>/day per injector), the necessary treatment of the water has to be planned, designed and executed by the contractor. At no point in time during the contract period, deterioration of quality of polymer solution pumped can be attributed to non-functioning/ under-rated/ inadequate Water Clarification Plant (WCP) or Water Softening Unit (WSU).

11.1.2 On the basis of a consultancy study, OIL envisages following water treatment to be necessary with respect to PHPA polymer FP3430S or equivalent and the quality of the injection water (Refer to clause 8.3).

- i. Iron removal

- ii. Dissolved oxygen removal
- iii. TSS removal
- iv. Water Softening
- v. Bacterial control

Treatments (i-iv) are mandatory. The bidder may choose treatments (v) and any additional treatments depending on the offered polymer characteristics and the water quality (Refer to clause 8.3). In the same line, parties have to install corresponding sampling points and online meters (wherever deemed necessary) for checking the water quality in appropriate locations. These locations shall be as per advice from OIL [Refer to clause 13.0].

11.1.3 Based on the water treatment plant envisaged above, following is an indicative description of the process to be followed for water treatment. Bidder may customize the treatment process as per the offered polymer, technology, and water quality.

The raw water will be stored in raw water storage tanks. The number and size of the storage tank(s) will be decided by the contractor based on the water treatment strategy (Refer to clause 11.1.1 & 11.1.2) and the required injection rate (400 m<sup>3</sup>/day per injection well). Biocide will be injected in inlet stream of raw water storage tank to check bacterial growth downstream. Iron removal plant will be installed at the outlet of the water coming from the storage tank before undergoing filtration for TSS removal. Different cartridge filters from coarse to fine will be installed in series for TSS removal. The required number of cartridge filters will be decided by contractor, but the pore size of the last cartridge must be less than 5 μ. The hardness (Ca<sup>2+</sup> and Mg<sup>2+</sup>) removal plant will be installed at suitable location.

Water shall be required to be treated to reduce its dissolved oxygen content down to around 20 ppb either by chemical (using chemical treatment) or by mechanical means (using vacuum de-aeration or any other methods). Oxygen content in the treated water shall be monitored by an online DO meter and manual checking by collecting sample from the sampling point located on the outlet line to the water treatment tank [Refer to Clause 13 'Quality Control & Monitoring' and Clause 10.1 'Indicative PFD'].

## **12.0 POLYMER**

### **12.1 Polymer Preparation**

The polymer powder stored in the silo will be processed through the polymer slicing unit/dispersion unit system to be mixed with water at a concentration as decided by the bidder before dilution to the desired ppm. This will be the polymer mother solution.

### **12.2 Polymer Maturation**

The Polymer mother solution from the polymer slicing unit will undergo required dilution as per the dose (ppm) of the offered polymer. The exact amount of mother

solution needed for the batch will be controlled by the polymer slicing /dispersion unit's flow meters and control valves. Mother solution will be mixed for certain duration to achieve full dissolution. Polymer solution storage tank(s) will have agitator or other arrangements to ensure homogeneous polymer solution after dilution. Appropriate arrangements have to be made by the contractor for elimination of any 'fish-eye' and insoluble particles to avoid injectivity issues. Required maturation time/strategy has to be adopted for optimum hydrolysis of the offered polymer so that desired viscosity is achieved.

Nitrogen blanketing is envisaged in all polymer solution storage tanks as well as polymer mixing tanks to inhibit air contamination. Supply of Nitrogen can be made available from Nitrogen Cylinder bank or nitrogen plant.

### **12.3 PUMPING POLYMER SOLUTION**

The polymer solution will be pumped using High Pressure Low Shear Injection Pumps with booster pump as necessary. The pumps should be able to achieve maximum discharge pressure of 3500 psi.

## **13.0 QUALITY CONTROL & MONITORING**

### **13.1 ONLINE MONITORING**

Online meters will be installed by the contractor at appropriate locations as advised by OIL, with adequate redundancy and spare backups to check the following parameters:

- i. Viscosity of the polymer solution
- ii. Injection rate
- iii. Iron content
- iv. Dissolved Oxygen content
- v. Hardness ( $\text{Ca}^{2+}$ ,  $\text{Mg}^{2+}$ )
- vi. TSS content

Online meters required for points i) & ii) above are mandatory to check the quality of the polymer solution and injection rate with proper dosing and to be installed by the contractor at suitable locations. These locations will be advised by OIL [Refer to Clause 10.1 'Indicative PFD']. Online viscometer reading at the dispatch line of the polymer solution injection pump must give consistent viscosity reading ( $\pm 5\%$  of the original or initial viscosity of the offered polymer dose by the contractor/supplier) at surface conditions (Ambient Temperature and Injection Water). Appropriate alarm shall be provisioned by the contractor to indicate more than  $\pm 5\%$  deviation from the original viscosity.

Online mass flow meters (Coriolis or equivalent) shall be installed in the discharge lines of individual injection pumps to ensure desired injection rate in wells.

A 24 hour record/chart/history of all the parameters measured shall be kept by the contractor for cross check by OIL.

Quarterly calibration of the online meters shall be carried out by the contractor through OEM or OEM'S authorized agency and certificate of the same shall be provided to OIL.

### **13.2 MANUAL MONITORING THROUGH SAMPLING POINTS**

To ensure injection of designed quality of treated water and polymer solution, provision of sampling points at dispatch line of injection pump and at other appropriate locations as advised by OIL will be made available by the contractor [Refer to Indicative PFD, clause 10.1)]. All the above parameters to be measured by online meters will also be checked in the laboratory at site after collection of samples at the sampling points in presence of OIL's personnel whenever deemed necessary, in addition to routine measurements (as specified in clause 16, under the heading 'Measurement' in this section). Contractor will arrange to collect sample for OIL personnel whenever deemed necessary to be tested in OIL's own laboratory. A set of portable measuring devices, with adequate spare backups shall have to be provided by the contractor to OIL's custody with periodic supply of requisite consumables for two years (extendable by another one year). These devices shall be used for measuring the following parameters at site as well as in OIL's own laboratory:

- i. Dissolved Oxygen (DO)
- ii. TSS
- iii. Iron
- iv. Hardness

### **13.3 LABORATORY AT SITE**

A Chemical laboratory shall be set up by the contractor with provision of measuring all the parameters, i) to iv) mentioned in the above paragraph 13.2. Rheometer for measuring viscosity at reservoir temperature, salinity and shear rate ( $10s^{-1}$ ) has to be at the on-site laboratory. Capillary viscometer like Ostwald, Cannon-Fenske, Ubbelohde must be available at site for measuring viscosity at ambient temperature and 80° C.

The quality control of each chemical and fully formulated fluid before and during the pilot injection phases will be performed by the contractor and cross checked by OIL time to time to ensure that required fluid specifications are met. Quality of polymer shall also be checked by OIL (as per Annexure 2 under Section II) on random basis.

A list of the indicative laboratory equipments (Non- Exhaustive) required for process monitoring and analysis are:

- pH Meter
- Conductivity meter
- Meters/Kit [for measuring parameters mentioned in 13.1 iii) to vi)]
- Turbidity Meter

- Viscometer/Rheometer

Adequate spare backup/standby of the laboratory instruments shall be provisioned by the contractor so that quality control measures can be continued without any interruption.

#### **14.0 SCOPE OF WORK:**

##### **14.1 CONTRACTOR'S SCOPE OF WORK:**

The broad scope of work for continuous polymer injection of required dose @400 m<sup>3</sup>/day per injection well for 24 months (extendable by another 12 months) includes but not limited to the following:

##### **i) POLYMER INJECTION PLANT/SKID:**

1. Design, Engineering, Procurement, Fabrication, erection, construction, grounding, levelling and necessary earth work, painting & insulation, testing & installation of the plant.
2. Raw Water storage tanks, water filtration, and softening unit. These will be designed based on water analysis data of raw water as provided in the table under clause 8.3.
3. Supply of dosing systems of Polymer and all other chemicals (including but not limited to Oxygen scavenger in case of chemical treatment, Biocides etc.).
4. Polymer storage and transportation from storage to mixing skid along with Polymer loading facility to mixing skid.
5. Polymer mixing unit to achieve desired concentration and to maintain viscosity of polymer solution at surface condition at the prescribed dose.
6. Filtration system for Hydrolysed polymer solution with adequate redundancy and spare backup.
7. Maturation Tank with Nitrogen blanketing if required
8. High pressure Low Shear Injection pumps with booster pump as necessary. For uninterrupted operation of the pumps during the contract period, contractor shall install adequate number of pump-sets as per contractor's design/backup plan of maintenance and per-day running hour schedules of the pump-sets.  
Connections/hook-up of all the pumps must be in place for both the injectors. The connections of pumps will be such that the stand-by pumps shall always be online for immediate change-over of pumps whenever required to maintain uninterrupted polymer injection into both the injector wells.
9. All connection and hook-up jobs of pipeline, equipment, instrumentation units and other fittings (As shown in the Indicative PFD, Annexure 5). This will include hooking up of pump sets to the delivery pipelines to be provided by OIL. The specification of the pipelines and the hook up flanges to be provided by OIL near the boundary are- Pipeline API 5L X60 with pipeline thickness of 11.14 mm; Terminal Flange 4 inch NB x 1500 Class with corresponding RTJ/Unions.

10. Nitrogen Gas generation and storage facilities
11. PLC
12. Power Control system with required distribution board to run these units.
13. Necessary control and monitoring cabin/unit for the whole system. Electrical switchgear panel/control system panels housed in a cabin/s as required for dust free and heat tolerant requirements.
14. Controls and instrumentation (including free standing control panel, skid mounted motor local control stations, motor start/stop etc.)
15. The electrical and instruments used in the skids shall be suitable for area classification zone.
16. All termination points to be provided with rated blind flanges as per Operating Specifications
17. All on-skid electrical wiring and cabling is in vendor's scope and these should be terminated at suitable junction boxes at skid edge. Vendor shall arrange for suitable Acoustic Electrical Power generation unit as per CPCB norm required for their operation.
18. For laying electrical & instrumentation cables within the skid, Vendor shall use galvanized cable tray of adequate size with accessories. All cabling used in the unit shall be armoured type.
19. All on-skid valves, piping specialty items, control valves, relief valves, and other engineering items within the skid limits.
20. All on-skid interconnect instrument tubing and valves
21. All interconnections between contractor's skid like piping, E&I etc. shall be done by the contractor. Contractor may bring shop fabricated spools for ease of installation and hook up at the site.
22. Structural Supports, Walkways, Access Platforms for access to the equipment skid.
23. Associated civil, architectural, electrical, instrumentation, mechanical & piping works.
24. Dismantling of old facilities like civil structure, piping etc. for access to site and working area shall be included in the scope.
25. Insulation with cladding for all the vessels/tanks as part of the unit/s and interconnecting sections between skids.
26. Portable Fire-fighting equipments like extinguishers etc. as per requirement
27. Supply of Plant air for operation of skid (including Air Compressor/Air dryer as per requirement)
28. The skid shall be hydro-statically tested in accordance with ASME/applicable code.
29. Transportation of all material, equipment etc to work site, installation and hook-up of all the facilities, testing and commissioning of the entire facilities
30. Vendor shall shop-assemble vessels and piping skids, complete with instrumentation, for a Factory Acceptance Test (FAT). All instrumentation and controls shall be installed and tested to ensure fit-up and proper operation prior to shipment.  
FAT expense is in bidder's scope. Travelling and lodging of OIL team will be on OIL's account.
31. Complete unit PFD, P&ID, layout, control and shutdown scheme and E&I diagrams need to be shared with and explained to OIL. A HAZOP and Hazid



- need to be conducted on the documents provided and any action point closeout for the HAZOP/HAZID is to be borne by the contractor.
32. Contractor shall ensure and take all the required precautions so that there is no damage to any nearby existing facility whether owned by the Company or a third party. Financial implications, if any, for the damage to any existing facility and its consequences during execution, shall be to Contractor's account and shall be recovered from the Contractor. Dismantling of existing structure/piping for free access to working site or re-routing shall be part of scope.
  33. Material handling equipment needed for transfer/movement of polymer bags & other chemicals ( such as forklift with contractor)
  34. Installation & Commissioning of the facility
  35. All appurtenances not expressly specified but required for the proper installation, commissioning and operation of the complete system.
  36. Compliance with the stipulations and requirements of central government, state government, local authorities, including but not limited to the statutory authorities like Pollution Control Boards, OISD, DGMS, labour authorities, Intelligence Bureau/Ministry of Home Affairs required for foreign nationals etc. as applicable to the work and obtain approval thereof.
  37. Obtaining necessary approvals/permissions etc. from various regulatory/state/central govt. authorities, related to execution of works under the scope of work. Company's responsibility shall be limited to providing any recommendation letters. OIL shall only sign the relevant application forms (as owner) on a request from the Contractor after due verification of pre-requisites. All liasoning works between various agencies for obtaining necessary statutory approvals/Clearances/permissions shall be in Contractor's scope.
  38. Demobilisation of all facilities along with the skid after completion of the pilot project.
  39. Security of Vendor's personnel, Equipment, materials etc. is under Vendor's scope.

ii) **TRANSFER OF SOURCE WATER FROM TUBE WELL TO STORAGE TANK**

1. To lower, install & commission of pump-motor sets at eight number (8 nos.) of tube wells within the OIL's well plinth.
2. Contractor to design pump-motor sets as per requirement.
3. Pipe connection of eight tube wells to raw water storage tanks of the injection facility.
4. To provide necessary electrical connection and electrics.
5. To install necessary instrumentation to monitor flow rate.

iii) **SUPPLY OF POLYMER AND OTHER CHEMICALS**

1. Supply of polymer for entire duration of contract (24 months) as per Annexure-2.
2. PHPA Polymers viz. Flopaam 3430S or equivalent can be used for the project:

3. Actual quantity of polymer to be made available as per the required dose to achieve viscosity of more than 25 cP at 25° C & 10 s<sup>-1</sup> shear rate in injection water.
4. Laboratory studies for the polymer injection has been carried out by OIL on Flopaam-3430S, for which concentration of 500 ppm shall be required for achieving viscosity of 25 cP at 25° C at shear rate of 10 s<sup>-1</sup>. However, this concentration may vary in case of other polymer for achieving the required viscosity.

iv) **OPERATION & MAINTENANCE (O&M)**

- a. Contractor shall employ competent, physically fit manpower trained in polymer handling, maintenance, dissolution, and chemical analysis during this test. Contract personnel shall be completely compliant to the HSE & HR policies of OIL & its requirements.
- b. A kick-off meeting with site/engineer in charge will be held before start of the project. Contractor shall appoint a project manager for this project.
- c. Sampling and testing of water and polymer solutions will be done by the contractor in the laboratory provided by the contractor.
- d. Lodging, boarding, PPEs and transportation to/from injection site for the contractor's workmen to be arranged by the contractor.
- e. Supply of spares, consumables, POL etc. for entire duration of the project.
- f. Manpower for operations: Minimum of the following manpower categories per shift is required for smooth operations during pilot polymer injection activity:
  - a. Field engineers (supervisor, operator etc.): Minimum Qualification B.tech/B.E or equivalent with 5-6 years oilfield experience in any E&P Company.
  - b. Electrical, Instrumentation & Mechanical technician (qualified as per statutory requirement like DGMS etc.): Minimum qualification diploma in Engineering with 3-4 years of experience.
  - c. Chemist for quality control: B.Sc with Chemistry with Minimum 3-4 year's experience of handling laboratory equipments like viscometer, rheometer etc. for polymer solution evaluation.
  - d. Forklift operator: Valid HMT license holder
  - e. Helpers for support:(Local people as far as possible)

Note: Personnels under categories a), b) & c) shall be the key personnels of the contractor under this contract. Bio data of all the personnel will have to be provided for OIL's approval.

## 15.0 TECHNICAL REQUIREMENTS & SPECIFICATIONS:

- |               |  |
|---------------|--|
| Annexure - 2  | : Specification for Polymer  |
| Annexure - 2A | : Indicative quantity of polymer and other chemicals                                 |
| Annexure - 3  | : Specification of Oxygen Scavenger in case of Chemical treatment of injection water |
| Annexure - 4  | : Chemical Supply Chain Management and Storage                                       |
| Annexure - 5  | : Indicative process flow diagram (PFD) for Polymer Injection Plant                  |

## **16.0 MEASUREMENT:**

16.1 Injection volume (800m<sup>3</sup>/day) and viscosity of Polymer solution (greater than 25 cP at 25° C and 10 s<sup>-1</sup> shear rate) are the key parameters for measurement under this contract. The volume of polymer solution being injected under the Contract shall be measured by the flow-meters/flow-computers and recorders, installed in each line connected to injector wells (total 2 lines) at the outlet of polymer injection pumps of the plant. All processed data measured by the field instruments shall be displayed at suitable control room or cabin constructed by contractor.

The display of individual flow totalizers and injection pressures (at both the injector lines) must be available in control room. Additionally, it must display instantaneous flow rate also on both the lines. The total monthly injected volume of polymer tabulated with daily readings is to be signed by contractor's supervisor.

Online-Viscometer, with alarm system will be installed in individual injection header. The same shall be cross-checked by OIL by taking sample and carrying out analysis on the sample taken in the chemistry laboratory to be set up by the contractor at site and at OIL's own laboratory. Error of ± 5% with reference to online meter may be allowed. The frequency of manual measurement of viscosity by the contractor shall be 6 times a day (at interval of every 4 hrs). OIL, at its discretion, may ask for additional manual measurement during the process, if required, without any cost implication. Variation of viscosity of polymer solution due to variation in solution temperature, which may be due to change in ambient temperature (refer table under clause 3, Section II) during the project, shall be taken care of by the contractor for arriving at viscosity requirement for the solution. The quality of water (as mentioned in the clause 11.1.2) shall be tested in the laboratory at site two times a day by collecting samples at the sampling point and records will be maintained in a log sheet.

OIL representative will occasionally cross check and counter sign the record. Log sheet shall be maintained as per the format to be provided to the successful bidder after award of the contract.

All the cabling requirements for implementing the measurement systems are in bidder's scope. Supply of appropriate cable and laying of the same as per the standard cable laying practices is also in bidder's scope. Necessary and adequate operational spares (of the same type, make, model and design as that of all the online operational meters) shall be kept by the vendor as inventory for ensuring uninterrupted running of the meters during the tenure of the contract.

Quarterly calibration of the online meters shall be carried out by the contractor through OEM or OEM'S authorized agency and certificate of the same shall be provided to OIL. The cost of all such calibrations will be borne by the contractor. After every calibration, the meters will be jointly sealed.

On receiving written request of OIL, the contractor shall permit OIL to examine relevant records, charts, and calculations from its metering and measuring

equipment. The contractor shall preserve all such charts, records and calculation sets till the end of the contract.

16.2 Polymer quantity shall be calculated based on the actual flow measured in terms of per Cubic Metre of polymer solution at Pressure 1.013 barA and 15.56°C temperature (STP) at the flow computer & recorder. These have to be installed by the Contractor and shall be calibrated quarterly by OEM or OEM's authorized agency with prior notice to OIL.

The records of measurement as mentioned in clause no. 16.1 & 16.2 above shall be submitted to Engineer-in-Charge in the form of daily report.

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**ANNEXURE-2 SPECIFICATIONS FOR POLYMER (PARTIALLY HYDROLYSED POLYACRYL AMIDE POLYMER)**

The offered dose of polymer shall be capable of imparting viscosity more than 25 cP in injection water at 25° C & 10 s<sup>-1</sup> shear rate and the required dose of the polymer to achieve this shall be mentioned by the bidder. Laboratory studies for the polymer injection has been carried out by OIL on a polymer FP 3430S, for which concentration of 500 ppm was required for achieving requisite performance. However, this concentration may vary in case of other polymer for achieving the required viscosity. The polymer should exhibit very good thermal stability over a period 3 months. Also, it should have mobility reduction factor which is favourable for getting a better injectivity.

<b>Physical Characteristics</b>	• OIL SPECS (Table-1 below)
<b>Required dose in ppm</b>	To be specified by the bidder
<b>Viscosity requirements of the polymer solution in the offered dose:</b>  i) Viscosity of the polymer solution in injection water at 25 °C and 10 s <sup>-1</sup> shear rate measured in TA HR 2 Rheometer (40 mm parallel plate geometry) or/and Brookfield Viscometer (0.5 RV DV-III Ultra Rheometer using CPE-41 cone spindle) or equivalent  ii) Viscosity of the polymer solution in injection water at 80 °C and 10 s <sup>-1</sup> shear rate measured in TA HR 2 Rheometer (40 mm parallel plate geometry) or/and Brookfield Viscometer (0.5 RV DV-III Ultra Rheometer using CPE-41 cone spindle) or equivalent	Greater than or equal to ( $\geq$ ) 25 cP ± 0.5 cP           Greater than or equal to ( $\geq$ ) 15 cP ± 0.5 cP
<b>Filtration Ratio</b> At room temperature	• <1.5 for 1000 ppm polymer solution in 2% NaCl in DW • Filters: 1.2 micron Millipore filter papers • (As per API RP 63)
<b>Certificate of Analysis</b>	Vendor to provide certificate of analysis demonstrating compliance of all the specifications as per Annexure-2. A representative sample needs to be supplied to the company which reserves the right to check the

sample in-house or through any third party (please refer to note below)
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**Note:** Vendor shall supply with the bid a representative (sealed) sample of quantity 1 KG of polymer intended to be supplied for this project along with a stamped quality certificate demonstrating of the above specifications as per Annexure-2. The parameters mentioned in Annexure-2 shall also be tested on the supplied sample in OIL's own laboratory and experimental results shall have to meet the values set for the parameters.

Bidder shall ensure that there is no damage to the sample container during transit.

Table-1

SI No.	Property	Unit	Generalized Specifications of "EOR Polymers"
1	Appearance		Free flowing granular powder, free from visible impurities
2	Moisture Content	% by mass	10.0 (Max)
3	Intrinsic Viscosity , dl/g at 40°C	dl/g	9.0 - 20.0
4	1000 ppm polymer Solution Properties in 2% NaCl (AR Grade) in DW		
	a) Relative Viscosity (Canon-Fenske, size 75) at 40°C	cP -	2.4 (Min)
	b) Apparent viscosity by Brookfield Viscometer at 40° C, 10s <sup>-1</sup> shear rate (40 mm parallel plate geometry)	cP	5 (min)
	c) Viscosity by TA HR 2 Rheometer at 40° C, 40 mm parallel plate geometry	cP	5.2 (min)
5	1000 ppm polymer Solution Properties in 2% NaCl and 0.05% CaCl <sub>2</sub> .2H <sub>2</sub> O (AR Grade) in DW		

	a) Relative Viscosity (Canon-Fenske, size 75) at 40°C	cP	2.2 (min)
	b) Apparent viscosity by Brookfield Viscometer at 40° C, 10s <sup>-1</sup> shear rate (0.5 RV DV-III Ultra Rheometer using CPE-41 cone spindle)	cP	4 (min)
	c) Viscosity by TA HR 2 Rheometer at 40° C, 10s <sup>-1</sup> shear rate (40 mm parallel plate geometry)	cP	4.3 (min)
6	<b>Insoluble Residue 1000 ppm polymer</b> a) In 2% NaCl (AR grade) in DW b) In 2% NaCl (AR grade) + 0.05% CaCl <sub>2</sub> .2H <sub>2</sub> O (AR grade) in DW	% by mass % by mass	0.30 (Max) 0.30 (Max)
7	Thermal Stability at 80°C (Polymer Concentration :1000 ppm) Polymer solution prepared in 2% NaCl &0.05% CaCl <sub>2</sub> .2H <sub>2</sub> O in distilled water		Thermal stability temperature 80±1 °C
	i) Initial Value Of relative viscosity at Zero date (Canon Fenske) at 40°C	cP	To be determined
	ii) Relative Viscosity After 7 days (Canon fenske) at 40°C	cP	To be determined

	iii) Retention in Relative Viscosity (7(ii)*100/7(i))	%	65% (Min)
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## ANNEXURE - 2A

### INDICATIVE QUANTITY OF POLYMER AND OTHER CHEMICALS

#### 1. Material (Chemicals)

S. NO.	Description	UOM	QTY.
a.	Polymer -	MT	292
b.	Oxygen Scavenger (In case of Chemical Treatment)	MT	6.5
c.	Biocide (Amine)	MT	0.3
d.	Biocide (Aldehyde)	MT	0.6
e.	Catalyst (for oxygen scavenging process)	MT	1.4

NOTE: Bidder to note that chemical quantities as per this Annexure – 2A are indicative only and Bidder have to ensure that the required Quality and Quantity of polymer is available for injection as per scope of work. Payment shall be made only as per Price bid format.

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### ANNEXURE-3: OXYGEN SCAVANGER

<b>Oxygen Scavenger</b>	<p>The polymer solution degrades in the presence of oxygen. So it is desirable to treat and remove any dissolved oxygen in the source water (Refer to clause 8.3) before polymer is added to it for mixing. However, the oxygen scavenger dosage should be designed for the saturated oxygen content of the water (~6 ppm).</p> <ul style="list-style-type: none"><li>• Along with polymer, the supplier is also expected to supply compatible oxygen scavenger as per his experience, a product that is cheap, effective and compatible with the polymer</li><li>• MSDS data sheet and safe handling procedure should be provided</li></ul>
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#### **ANNEXURE-4: CHEMICAL SUPPLY CHAIN MANAGEMENT& STORAGE**

The chemicals required for the pilot projects are Partially Hydrolysed Polyacryl Amide (main chemical in powder form), dosing chemicals including but not limited to oxygen scavenger in case of chemical treatment of injection water, Bactericide (Aldehyde & Amine) etc. and all other chemicals which may be required for maintaining injection water quality and performance of the polymer.

The entire chemical supply chain management and storage of chemicals will be completely under scope of Contractor's job. Contractor's responsibilities for the entire Supply Chain Management of chemicals including Polymer shall include:

- i) Sourcing (Direct from their own manufacturing plant or other manufacturer)
- ii) Procurement & transportation to OIL's Pilot site
- iii) Logistics and Handling (manufacturing plant to the Pilot site)
- iv) Storage during the Pilot period
- v) Handling and Preparation at pilot site

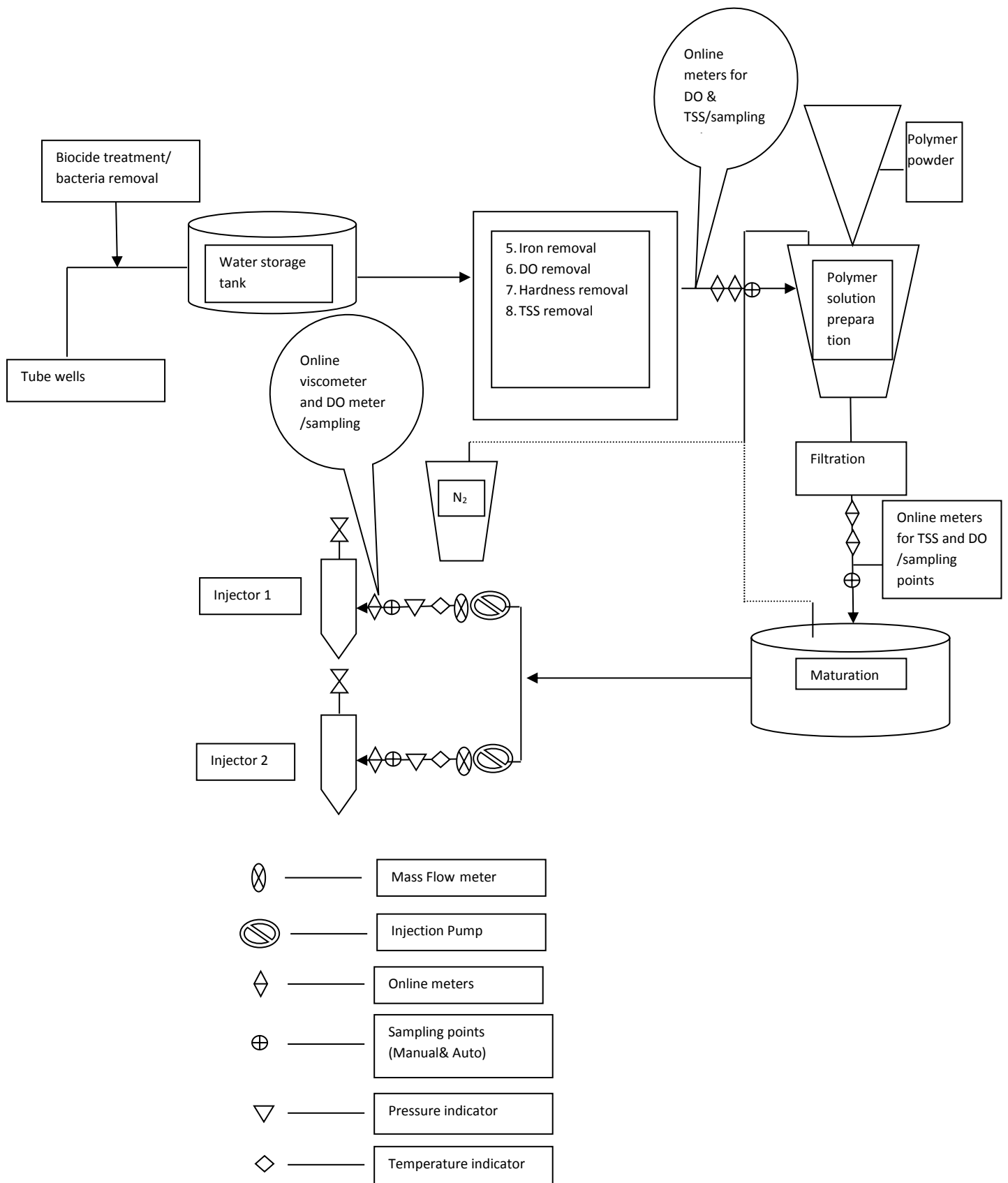
Provision for storage of chemicals viz. Polymer, dosing chemicals and all other chemicals is planned at plant site. Polymer to be kept at storage silo to ensure uninterrupted operation, sufficient storage quantity at pilot site will be kept.

For uninterrupted injection, bidder may like to arrange storage facility in and around Duliajan. In no circumstances bidder may attribute shortage of supply to extraneous reasons and conditions. Bidder may have thorough idea of road, railways, and airways facilities and airfreight (Refer to clause 8.1 'site location'). In this connection, OIL suggest bidder to take care of any eventuality to maintain the supply chain.

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**ANNEXURE - 5: INDICATIVE PROCESS FLOW DIAGRAM (PFD) FOR POLYMER INJECTION PLANT (ATTACHED SEPARATELY)**

**INDICATIVE PROCESS FLOW DIAGRAM**



## **SECTION - III**

### **SPECIAL CONDITIONS OF CONTRACT**

**1.0 DEFINITIONS:** Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 “Equipment” means all the equipment required for execution of the work under the scope of works including Tools, machineries, hardware, software and other accessories.
- 1.2 “Base” means where the Contractor will establish camp at Duliajan for their equipment and personnel.
- 1.3 “Operating Area” means OIL’s operating area in Assam where the Contractor shall carry out the work under this bid.
- 1.4 “Nominated site” means the land and other places, on/under/in or through which the works are to be executed by the Contractor and any other land and places provided by the company for working space or any other purpose as designated hereinafter as forming part of the Nominated Site.
- 1.5 “Company’s items” means the equipment, materials and services, which are to be provided by company at the expense of company.
- 1.6 “Contractor’s items” means the Equipment, materials and services, which are to be provided by Contractor to carry out the job satisfactorily.
- 1.7 “Commencement Date” means the date on which the mobilization is completed in all respects.
- 1.8 “Contractor’s personnel” means the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor to conduct operations hereunder.
- 1.9 “Contractor’s representatives” means such person duly appointed by the Contractor to act on Contractor’s behalf and notified in writing to the company.
- 1.10 “Day” means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.
- 1.11 “Approval” as it relates to Company, means written approval.
- 1.12 “Facility” means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement which is or will be a part of the Company.

- 1.13 “Certificate of Completion” means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.
- 1.14 i) The quality of the polymer solution (viscosity of not less than 25 cP at 25° C and 10 S<sup>-1</sup> shear rate), other specifications of the polymer as per the SOW (Annexure II, Section II) and viscosity value as mentioned in clause no. 13.1 under section II shall be maintained by the contractor throughout the currency of the contract.

The facilities for polymer injection are required to operate round the clock without any interruption. The polymer injection rate shall be maintained as per injection test results at different injection pressures jointly conducted by OIL and the contractor. The initial injection tests will be done for individual well prior to commencement of the polymer injection job. Only in the cases where quality of polymer as above under 1.14 i) and raw water (as stated in clause 11.1 under section II) being maintained continuously by the contractor, subsequent joint injection tests will be arranged.

ii) **Storage & security of the all equipment including POL, will be the responsibility of the contractor.** The Contractor shall arrange for transport of Chemicals to the Polymer injection facility site. The Storage and transportation of chemicals & all equipment including manpower at and to the Polymer injection facility site will also be the responsibility of the contractor and will have to be done as per job requirement and as per advice of OIL.

iii) OIL will have the option of stopping the injection and ask the unit to remain on standby because of any operational/technical reasons.

iv) On completion of mobilization of the Polymer injection facility and other surface set ups to the site, all the equipment are to be tested for acceptance by OIL. Injection can be started as the pump & other arrangement are made ready and the date of start of injection will be confirmed by OIL.

v) If the performance of the Polymer injection facility and/or quality of the polymer solution is found to be unsatisfactory, OIL reserves the right to terminate the contract with a termination notice period of 30 days.

Both the performance of the plant &/or quality of the polymer will be determined as per clause 1.14 (i) above.

vi) The transfer and offloading of chemicals to the chemical storage tank and/or preparation of mixture at nominated site shall be in contractor's scope and all the safety measures have to be followed during such activities.

vii) The contractor shall provide experienced and competent personnel for round the clock operation and supervision for the Injection unit & its other accessories. The contractor will be responsible for maintenance of record of consumption of chemicals & pressure data. All such units are to be supervised by contractor's representative with Contractor's own transport arrangement who in turn will report to OIL's representative. Any defects/breakdown of the pumping sets and its accessories which can affect Company's operations should be immediately rectified to bring such unit(s) back into operation within 2hrs of reporting. In case of probability of delay in restoration of injection due to such defective/breakdown unit(s) beyond 2hrs, the same will attract penalty.

viii) As the injection unit have to be operated in hazardous areas, all the contractor personnel should abide by the safety regulations in force and any additional regulation which may be enforced from time to time by statutory bodies and/or OIL. The contractor shall provide the basic PPE to all the persons to be engaged against the contract. Prior to start of mobilization and issuance of work-order, the contractor will have to submit IME (Initial Medical Examination)/PME (Periodic Medical Examination) report. No mobilization advice shall be given or no work-order shall be issued without such IME/PME report of the personnel to be engaged.

ix) All the consumables like diesel/lubricants or spares including tools, tackles for maintenance & operation of the pumping sets shall be in the scope of the contractor and at their own cost.

x) OIL shall provide the hook-up points near the injection pump delivery. Hook up of the pump to the delivery line is under the contractor's scope. (Refer Clause 14.1 (i) (9) under section II).

## **2.0 MOBILIZATION**

2.1 Contractor shall mobilize complete set of equipment/materials/personnel at site within 150 (One Hundred Fifty) days from the date of issue of Mobilization Notice after Issuance of Letter of Award by Company. The contractor shall give at least 15 days prior notice to OIL of its Plan to mobilize the unit to the site.

Mobilization will be completed after inspection of all equipment and manpower at nominated site and when the contractor is ready to undertake operation(s) in all respect, to the satisfaction of OIL's inspection team.

Contractor shall issue a Notice of Readiness for Inspection to the Company. Company shall inspect the Contractor's Equipment within 07 (Seven) days from the receipt of the Contractor's Notice of Readiness for Inspection.

If the Company fails to inspect the Contractor's Equipment within 07 (Seven) days from the receipt of Notice of Readiness for Inspection, the Contractor's Equipment shall be deemed fit to be mobilized.

- 2.2 **COMPLETION OF DEMOBILISATION:** Demobilization shall be completed by Contractor within 60 days of expiry/termination of the contract. After the completion of work, all equipment, accessories etc. brought into India on re-export basis shall be re-exported by Contractor except consumables and spares. In case of failure to do so within the allotted time hereof except under circumstances relating to Force Majeure, company reserves the right to withhold the estimated amount equivalent to the customs duty and/or penalty levy by customs on such default in re-export from Contractor's final settlement of bills. In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the customs duty.

### **3.0 CONTRACTOR'S PERSONNEL**

- 3.1 Except as otherwise hereinafter provided the selection, replacement, and engagement; Contractor shall determine remuneration of Contractor's personnel. Such employees shall be solely of Contractor's employees. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The Contractor shall not deploy its personnel unless cleared by the company.
- 3.2 Contractor's Personnel: Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated.
- 3.3 Contractor shall deploy on regular basis, all category of their employee required for execution of all activities required as per the contract.

### **4.0 COMPANY'S REQUISITES**

- 4.1 Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. All the keyPersonnel must be fluent in written and spoken English.
- 4.2 If the Contractor plans to change any personnel from the list, the Contractor shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person along with a revised list.
- 4.3 Company reserves the right to reject any person on such list, and any subsequent changes to the list.



## **5.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WELL SITE AND CAMP SITE**

- 5.1 Contractor shall provide food & accommodation for all its personnel.
- 5.2 Transportation of Contractor's personnel is contractor's scope.
- 5.3 **Medical Facilities:** The Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency cases on payment basis.

## **6.0 CONTRACTOR'S ITEMS**

- 6.1 Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.
- 6.2 Contractor shall be responsible for maintaining at its own adequate stock levels of items including spares and replenishing them as necessary.
- 6.3 Contractor shall be responsible for the maintenance and repair of all equipment and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.
- 6.4 Contractor will provide all POL (Petroleum, Oil & Lubricants) for operation of its own equipment at well-site at Contractor's cost. There shall be **no escalation** in the day rates and others throughout the duration of the contract including the extension period, if any, on account of **any price increase in fuel/lubricants**.

## **7.0 PENALTY/PRICE REDUCTION**

- a) In the event of the operations being interrupted (not of Force Majeure nature) due to non-availability of equipment's, manpower etc. or due to administrative/logistic and connected environmental problems on account of the contractor, the contractor shall be penalized as follows:
  - i) If there is any interruption of operation which leads to shutdown of operation in any well/location, the contractor will not be paid pro-rata daily (or part thereof) charge for entire period of the shutdown in addition to penalty of 15% of the pro-rata daily charge for each day **for the period of Shut down** up to 10 (Ten) days **or part thereof**.
  - ii) For interruptions beyond 10 (Ten) days up to 30 days, the contractor will not be paid pro-rata daily (or part thereof) charge for entire period of the shutdown in addition to penalty of 30% of the pro-rata daily charge for each day of shutdown.
  - iii) For interruptions beyond 30 (thirty) days, the contractor will not be paid pro-rata daily (or part thereof) charge for entire period of the

shutdown in addition to penalty of 40% of the pro-rata daily charge for each day of shutdown. Moreover, the company reserves the right, at its discretion, to terminate the contract if no resolution to the aforesaid problem(s) is envisaged. The Company's decision in this regard shall be final.

For all the above 3 occasions, daily charge will be the summation of Hiring charges of equipment per day and Operating & maintenance charges per day.

- b) The contractor has to man the Polymer injection facility operating area on 8/12 hourly shift basis. If at any point of time the operating area is found unmanned, penalty @ 30% of Daily Rental plus Operating charges in addition to zero rental i.e., zero hiring charges of equipment per day for the said period will be imposed.
- c) Time and date of delivery of the **injection/pumping systems** shall be the essence of the contract. If the contractor fails to deliver the services stipulated in the contract within the period fixed, the provisions for imposition of liquidated damages will be as per Clause 17.0 of General Conditions of Contract.
- d) LD @ 0.5% of Total contract value, per week or part thereof of delay subject to maximum of 7.5% will be imposed for delay in mobilization.

## **8.0 CONDUCTING POLYMER INJECTION OPERATION**

- i) Contractor shall ensure round the clock uninterrupted operation of the pumping set(s). The injection rate shall be maintained as per clause no. 1.14 i) under Section III (However, in certain circumstances OIL may advise for lower injection rate for short duration).
- ii) Storage, safety & security of the chemicals, all equipment, consumables, spares etc. will be the responsibility of the contractor. The contractor shall be responsible for maintenance of record of consumption of chemicals, spares, consumables, equipment, machinery as well as process data like flow rate, viscosity, pressure etc.
- iii) Supply, storage and transportation of all equipment including manpower to the Polymer injection facility site will also be the responsibility of the contractor and will have to be done as per job requirement and as per advice of OIL.
- iv) On completion of mobilization of the Polymer injection facility site, the equipment are to be installed and tested. The date of start of injection will be the date as confirmed by OIL.

- v) The transfer and offloading of chemicals to the chemical storage tank and preparation of mixture at well site shall be in contractor's scope and all the safety measure has to be followed during the operations.
- vi) The contractor shall provide personnel for round the clock operation. Contractor shall also provide experienced technical person(s) for supervision and physical inspection of the Injection units & all other units, subunits etc. of the injection facility. The above exercise shall be carried out on daily basis taking some of the units per day.
- vii) As the injection units have to be operated in hazardous areas, all the employees of the contractor should abide by the safety regulations in force and any additional regulation which may be enforced from time to time by statutory bodies, **prevailing in upstream petroleum sector** and OIL. The contractor shall provide the basic PPE to all the persons to be engaged against the contract at no extra cost to OIL.
- viii) In addition to supply of Chemicals, all the consumables like diesel/lubricants and spares for repairing of the pumping sets and all other units shall be under the scope of the contractor.
- ix) **Safety:** Contractor shall observe such safety regulations in accordance with acceptable oil field practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out and maintain fire-fighting equipment in sound condition at all times during operation.
- x) **Adverse Weather:** Contractor, in consultation with company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the equipment and personnel to the fullest possible extent.
- xi) **AMENDMENTS OF COMPLETION PROGRAMME:** It is agreed that Contractor shall carry out pumping Operations in accordance to the instruction furnished by OIL, which may be amended from time to time by reasonable modification as OIL deems fit, in accordance with good oil field practices.
- xii) OIL reserves the right for quality checking of the injected chemicals and other consumables during the course of the contract on random basis.

## 9.0 CONTRACTOR'S SPECIAL OBLIGATIONS

- 9.1 It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorized to designate its representative, who shall at all times have access to the Polymer injection facility, related equipment and materials and all records, for the purposes of

observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat company's representative at well site as being in-charge of company's designated personnel at well site. The company's representative may, amongst other duties, observe, test, check and control implementation of injection/pumping operations, equipment and inspect works performed by contractor or examine records kept at well site by Contractor.

- 9.2 **Compliance with Company's Instructions:** Contractor shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to pumping programme, safety instructions, confidential nature of information, etc. Such instructions shall, if Contractor request, be confirmed in writing by company's representative.
- 9.3 **RECORDS:** Contractor shall keep/provide the record of operation on daily basis of each well on to the Company's Representative.
- 9.4 **Confidentiality of Information:** All information obtained by Contractor in the conduct of operations hereunder shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than company's representative. This obligation of Contractor shall be in force even after the termination of the Contract.
- 9.5 Contractor should provide the list of items to be imported in the format specified in **Proforma-A** for issuance of recommendatory letter to Directorate General of Hydrocarbons (DGH), New Delhi for clearance of equipment from Indian customs at concessional (nil) rate of customs duty.
- 9.6 Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Assam Entry Tax for bringing equipment/material to Work place shall be Contractor's responsibility. Company will provide necessary Essential Certificate, if required.
- 9.7 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.

## **10.0 PAYMENT TERMS:**

- i. The payment will be made monthly after due verification of the work by OIL subject to submission of documents by the contractor pertaining to but not limited to chemical consumption and log sheet of operating days.
- ii. In case of wells shut for any operational reason of OIL, then only hiring charges for equipment on pro-rata basis will be paid and in case of any shut down on account of the contractor, necessary penalty clause will be applicable.
- iii. The contractor has to quote separately for each item as indicated in the Price bid format. Payment shall be made on the basis of actual work done which needs to be jointly certified by Company representative and authorized representative of the Contractor.

## **11.0 a. PAYMENT TERMS FOR THE CONTRACTOR:**

The payment to the contractor will be as under:

- i) 1st invoice to be raised after the completion of mobilization period.
- ii) All subsequent invoices to be raised on monthly basis.

## **b. METHODOLOGY FOR EXECUTION OF JOBS:**

- i) A tentative list of the wells will be provided after issuance of the LOA.
- ii) Well locations are subject to change as per OIL's requirement.
- iii) A centralized Daily Progress Report is to be sent to OIL and to be signed by both contractor representative and OIL on daily basis. A fortnightly report of injection chemicals receipts/consumption and pressure data of each well/area wise is to be submitted to OIL. Number of copies of reports as advised by OIL shall be submitted.
- iv) The contractor shall maintain the log sheet of operating days for their pumping sets and get them countersigned from authorized officer of OIL on daily basis. The format of log sheet shall be provided by OIL after issue of LOA.
- v) The safety & security of the chemicals, equipment and the persons working in this operation will be the sole responsibility of the contractor.
- vi) The contractor's personnel deployed for round the clock operation shall abide by the instructions that may be issued by OIL's representative.

vii) Performance monitoring would be done by OIL. The contractor or his representative shall not use the results of the chemical dosing for any purpose.

viii) Necessary approvals for storage of chemicals (if required) have to be obtained by the contractor.

**12.0 DEMOBILISATION & RE-EXPORT:** The Contractor shall arrange for and execute demobilization of the 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 dismantling of the tools/equipment, including the manpower and re-export of the tools/equipment (if re-exportable) including the 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. Immediately after re-exporting the tools/equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the tools/equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by Customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

12.1 In the event all/part of the tools/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 including permission from DGH and Customs authorities, then Contractor shall be fully liable for payment of the Customs Duty.

12.2 Contractor must furnish an undertaking that "the tools/equipment imported and also spares/accessories & consumables 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.

12.3 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 permission from DGH and Customs authorities for transferring to another operator and/or sale of the tools/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.

**13.0 CONFIDENTIALITY:** Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of well operations. And to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.

13.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.

13.2 Contractor shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the equipment /Unit to another sphere.

13.3 Contractor shall forbid access to the equipment's/Unit to any people not involved in the well operations or not authorized by the company to have access to the equipment's /Unit, however, this provision is not applicable to any Government and/or police representative on duty.

**14.0 RIGHTS AND PRIVILEGES OF COMPANY:** Company shall be entitled:

14.1 To check the pumping units and other Contractor's items before the commencement of operation. If they are not found in good order or do not meet specifications as per Section- II or in case of non-availability of some of the Contractor's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.

14.2 To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may be entered into by the Contractor only after company's approval.

Such approval from OIL is only for allowing the contractor to engage another party on their behalf. In no other circumstances the approval will be valid. Entire responsibilities of the jobs carried out by the sub-contractor will rest on the contractor only.

14.3 To check, at all times, Contractor's stock level, to inspect Contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.

14.4 To order suspension of operations while and whenever:

a) Contractor's personnel is deemed by company to be not satisfactory,

- b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
- c) Contractor's equipment turns into a danger to personnel on or around the Polymer pumping service unit or to the well.
- d) Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.
- e) Contractor fails to meet any of the provisions in the contract.
- f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

## **15.0 EMERGENCY**

The Company shall be entitled in emergency (the existence of which shall be determined by Company) at its own discretion, to direct Contractor's equipment and personnel if Company's interest will demand so.

**16.0 HEADINGS:** The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.

## **17.0 FORCE MAJEURE CHARGES**

- i) Force majeure conditions are defined in **Clause No. 12** of Section -I, "General Terms and Conditions" of this Contract.
- ii) Hiring charges of equipment per day per unit during Force Majeure shall be restricted to 50% at the time of occurrence of force majeure situation. This will be considered as FORCE MAJEURE RATE.
- iii) The Force Majeure Rate shall be payable during the first 15 days period of force majeure situation. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon.

## **18.0 COMPLIANCE OF PF ACCOUNT**

The contractor should have an independent PF account in the name of his firm to extend coverage to his personnel to be deployed under the contract. It shall be ensured by the contractor while submitting the invoice that EPF contribution in respect of the personnel deployed has been deposited with PF commissioner. Documentary proof duly authenticated by the concerned authority in this regard will be enclosed along with the invoice by the contractor.



## **19.0 DEHIRING:**

In the event of company's change in requirement of Polymer Injection facility due to change in production scenario and there is no further scope of employing the pumping units elsewhere in any of its operational areas for which the service is hired, OIL reserves the right to de-hire the units in totality or part thereof after a period of one year from the date of commencement of the contract.

## **20.0 GENERAL**

### **A. WORK ORDER:**

- i) Soon after this contract is signed by both the parties i.e. the Contractor and the Company, the contractor will apply for labour clearance to the appropriate authority and on receipt of the same the Company shall issue Work Order/Purchase Order, specifying the actual date of commencement of the works/service and the date of its completion based on the contract provisions.
- ii) During the execution of the works, the Contractor must maintain a uniform rate of progress to complete the works within the stipulated scheduled time.

### **B. COMPLETION TIME:**

The contractor has to complete the job within the given time period as mentioned in the work-order.

## **21.0 SAFETY MEASURES:**

The following safety guide lines/measures will be strictly followed by the contractor.

- 21.1 Any other safety measures that might require to be adopted during the work will be intimated and shall be strictly followed by the contractor.
- 21.2 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 him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
- 21.3 Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to

provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But 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.

- 21.4 All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 21.5 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed.
- 21.6 The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 21.7 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 21.8 Contractor has to ensure that all work is carried out in accordance with the Statute and 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 work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 21.9 All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 21.10 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 of work persons, Number of work persons deployed, how many work persons hold MVT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons
- 21.11 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.
- 21.12 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 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.

- 21.13 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.
- 21.14 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 21.15 The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
- 21.16 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.
- 21.17 If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
- 21.18 The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 21.19 To arrange daily tool box meeting and regular site safety meetings and maintain records and submit the same to OIL.
- 21.20 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- 21.21 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.
- 21.22 A contractor employee must, while at work, cooperate with his or her employer or other persons as far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 21.23 Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 21.24 In case Contractor is found non-compliant of HSE laws as required 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 prevailing relevant Acts/ Rules/Regulations.

21.25 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.

21.26 The contractor should prevent the frequent change of his contractual employees as far as practicable.

21.27 The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

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

**22.0** The bidder shall submit PAN Card, Service Tax Regd. No, Bank Account number, VAT Regd. No., Provident Fund Code number (Direct Code)/ or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them (with documentary evidence). In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

### **23.0 SHIFTING OF EQUIPMENT**

23.1 Contractor shall take utmost care for the shifting of the equipment to the first location and/or subsequent location(s).

23.2 The shifting of Polymer injection facility from the site will include the clearing of all Contractor's equipment and materials and made free from pollution arising out of the operation.

### **24.0 PREVENTION OF FIRE AND BLOWOUTS**

24.1 Contractor shall maintain their well control equipment in good condition at all times and shall take all possible steps to control and prevent the fire and blowouts to protect the hole. The Contractor shall be responsible for taking preventive and corrective measures for initial control of fire and blowouts.

24.2 Contractor shall test carry out all necessary pre-checks and pre-tests of the equipment/accessories to ensure trouble free and safe operation prior to each job or as instructed by the Company's Representative. Contractor shall record results of all such tests in the daily job report.

**25.0 DISCIPLINE:** The Contractor shall maintain strict discipline and good order among their employees and their Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company. Should the Company feel with just cause that the conduct of any of the Contractor's personnel

is detrimental to Company's interests; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

## **26.0 ENVIRONMENT MANAGEMENT**

26.1 Contractor should ensure that there is no pollution either of water, air or sound during the operation. Contractor should be more careful and checked for any leakage from valves, glands, hoses etc. and immediate corrective action to be taken for such leakages to avoid any pollution problems. Contractor should inform of such leakages immediately to the Company's Representative.

26.2 Contractor shall be responsible for any pollution (some of which may be like Spillage of chemicals, POLs, residues etc.) caused by contractor's day to day operations either insider the injection facility or outside. Contractor shall immediately arrange for all clean-up, reclamation and restoration operations for such pollution.

**27.0** The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

**28.0** Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act, the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.

**29.0** The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. All persons must be medically fit and duly certified by OIL's approved Medical Institution.

**30.0** Moreover, the Contractor should obtain and produce in advance before commencement of work, the following certificate/approvals:

- (i) Approval from DGMS/DDMS for shift patterns in excess of 8 hours if applicable.
- (ii) Total manpower list.
- (iii) All certificates as per applicable laws including Mines Acts.
- (iv) Regional Labour certificate, if required.

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

- i) Company may depute one or more than one representative (s)/engineer (s) to act on its behalf for overall co-ordination and operational management at location. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.
- ii) Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing/inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.
- iii) The Contractor should maintained sufficient stock of the critical spare part to avoid any major shut down. Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area.

### **32.0 TERMINATION OF THE CONTRACT DUE TO UNSATISFACTORY PERFORMANCE**

In case of unsatisfactory performance of wells due to poor injectivity of polymer solution, OIL reserves the right to terminate the contract with one month notice to the contractor.

**END OF SECTION – III**

## **SECTION – IV**

### **SCHEDULE OF RATES**

The rates, which shall be applicable for various charges, are mentioned in Price Schedule as **Proforma-B**. The quantities mentioned against each item are indicative only. Payment shall be made for the actual work done. All day rate charges shall be pro-rated to nearest hour.

**1.0 MOBILIZATION CHARGE:** For Personnel and all Equipment (One time lump sum).

- 1.1 Mobilization charges of personnel and equipment including all spares/consumables/accessories on lump sum basis and shall be paid once during the entire contractual period.
- 1.2 Mobilization charges will be payable only when all equipment and crew are positioned at the appointed site free of defects/any encumbrances and duly certified by the Company's representative that the Contractor is in a position to undertake/commence the Work assigned under the Contract.
- 1.3 The Mobilization charges cover all local and foreign costs of the Contractor to mobilize the equipment to the first appointed site including all local taxes, port fees and inland transport, Assam Entry Tax etc. except customs duty, which will be to OIL's account.
- 1.4 The Contractor should furnish details of all the imported equipment to be deployed under this Contract.
- 1.5 The Mobilization charge should not be more than 5% of the total contract value. In the event of the contractor quoting Mobilization charge above 5% of the total contract value, only 5% of the contract value will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.

**2.0 DEMOBILIZATION CHARGES:** For personnel and all equipment from location (one time lump sum).

- 2.1 Demobilization charges for personnel and equipment is on lump sum basis and shall be paid once after completion of the contractual period and demobilization of personnel and equipment with all supporting provisions from the well site where the operation concludes.
- 2.2 The demobilization charge will be payable when the assignment of the works under the Contract is concluded to the satisfaction of the Company. Company shall give notice to Contractor, after completion of injection of required volume of polymer solution, to commence demobilization. Contractor will ensure that demobilization is completed within 60 days

(excluding force majeure days if any) of notice from Company. No other charge whatsoever will be payable from the date of notice to demobilize.

- 2.3 All charges connected with demobilization including all fees and taxes in relation thereto and insurance and freight on export outside India will be to the Contractor's account.
- 2.4 No Demobilization charge shall be paid if the contract is prematurely terminated on account of Contractor's failure as described in 14.0 of section-III.

### **3.0 DAILY RENTAL CHARGE FOR EQUIPMENT:**

The DAILY RENTAL CHARGE FOR EQUIPMENT shall be payable under the following conditions:

- 3.1 Contractor's equipments are defect free and ready to undertake polymer flooding job.
- 3.2 All the equipment under the contract is available for the day. If there is any equipment not available in operating condition, Daily Rental Charge for that day shall not be paid, if due to non-functioning of that equipment, continuous polymer injection is interrupted. Contractor must ensure adequate redundancy for uninterrupted operation.
- 3.3 Daily rental charge must be within 50% of the operating day rate.
- 3.4 During Interim demob/remob no daily rental charge shall be payable.

### **4.0 OPERATING DAY RATE CHARGE (EXCLUDING POLYMER):**

- 4.1 The above daily charge covers the operating charge of all the equipment, ancillary services, manpower, consumables other than polymer necessary for polymer flooding and deployed as indicated in the Scope of work and all the charges associated with carrying out the operations at the well site. Operating Day rate charge shall cover charges for fuel, spares, equipment maintenance, manpower (personnel, labour, security, etc.), local transportation, messing, camp establishment/maintenance and repair of support infrastructure, hire of any support infrastructure etc. and includes provisions for income tax, other local taxes and fees etc. which are the Contractor's liability.
- 4.2 Operating Day rate charges shall be payable upon completion of necessary hook up of all the connections and Start of the polymer flooding job as per the program till completion of job.
- 4.3 Operating Day rate charges for Equipment will exclude costs of polymer, but include other additives/consumables for water treatment such as bactericide, oxygen scavenger etc.



- 4.4 During operation, daily rental charge will be paid along with the operating day rate charge.
- 4.5 Operating day rate charges shall not be payable for the period of interim demobilization and remobilization.
- 4.6 If injectivity revival or any other job is taken up in one injector and polymer injection continues in the other injector (due to some reasons & not covered by Interim Mob/Remob clause 5), 50% of the operating day rate shall be paid.

## **5.0 INTERIM DEMOBILIZATION AND REMOBILIZATION OF MANPOWER:**

- 5.1 This will cover expenses incurred for temporarily shutting down the operation due to work-over of the producer at the plinth of which Injection facility will be installed, injectivity revival job of the injectors and any other reasons which force operation shut down.
- 5.2 Contractor shall quote for 04 nos. of demobilization/remobilization of 15 days duration each.
- 5.3 During Interim Demob/Remob no other charges like ODR and daily rental charge shall be payable to the contractor.
- 5.4 Interim De-Mobilisation & Re-Mobilisation charges will be applicable once interim demobilisation notice is issued. The charges shall be payable on lump sum. No Charges except 'INTERIM DEMOBILISATION and INTERIM MOBILISATION CHARGES' will be applicable once interim demobilisation notice is issued till interim Re-Mobilisation is completed. Interim Mobilisation shall be completed within 07 days of issuance of interim Re-Mobilisation notice. **If interim Re-Mobilisation notice is not served by OIL until the 60<sup>th</sup> day of issuance of interim demobilisation notice, then it will be deemed to be De-mobilized completely.**

## **6.0 COST OF POLYMER**

The item covers the cost of the polymer for the polymer flooding job. The contractor shall estimate and submit the requirement of the polymer including their unit cost and total price. Payment for the polymer shall be made on the basis of actual consumption jointly certified by Company representative and work manager /authorized representative of the Contractor. Company reserves the right to question the adequacy/correctness of the consumed amount of the polymer.

## **7.0 PAYMENT SCHEDULE:**

- a. **MOBILIZATION CHARGES:** Payable within 45 days of receipt of invoice which is to be raised after complete equipment and crew are at the first location and are ready for commencement of operations.

- b. **DAILY RENTAL CHARGE FOR EQUIPMENT:** Invoice shall be raised on monthly basis for payment within 30 days.
- c. **OPERATING DAY RATE CHARGE:** Invoice shall be raised on monthly basis for payment within 30 days.
- d. **INTERIM DEMOBILIZATION AND REMOBILIZATION:** Invoice shall be raised on lump sum basis after remobilization is completed.
- e. **COST OF POLYMER:** Invoice shall be raised on monthly basis for payment within 30 days. Payment shall be released in 30 days' time.
- f. **DEMOBILIZATION CHARGE:** Payment shall be made when applicable within 45 days of receipt of invoice with following documents by Company:
  - (i) Proof of re-export of all items (excepting consumables and spares consumed during the Contract period) which were imported on the explicit understanding that they would be re-exported once the Contract is over.
  - ii) All other documents as required by applicable Indian laws.
  - iii) Polymer flooding performance evaluation report.

**End of Section IV**

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

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

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

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

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

Seal of the Bidder:

**Proforma-B [Priced Bid Format], Proforma-B1[Supply Part] and Proforma-BB[PP-LC][Calculation of Local Content Services] is enclosed separately as MS-XL sheet in "Notes and Attachment" tab.**

**BIDFORM**

To  
M/s. Oil India Limited,  
P.O. Duliajan, Assam, India

**Sub: IFB No. CDG0680P19**

*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 \_\_\_\_\_ for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 (One Hundred Twenty) 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 \_\_\_\_\_ 2018.

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

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

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

**Seal of the Bidder:**

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

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

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

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

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

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

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

**Seal of the Bidder:**

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

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

To:

M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
Duliajan, Assam, India, Pin - 786 602

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

SEALED with the common seal of the said Bank this \_\_\_ day of \_\_\_ 2018.

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

IFB No. CDG0680P19

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

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

Witness \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

\*\* Date of expiry of Bank Guarantee should be as specified in the tender document.

**Note:**

The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

**FORM OF PERFORMANCE BANK GUARANTEE**

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
Duliajan, Assam, India, Pin - 786 602.

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 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 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 before presenting us with the demand.

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

This guarantee is valid until the -----day of -----

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

- A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:
- B. Controlling Office:  
Address of the Controlling Office of the BG issuing Bank:



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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date .....

Place \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

**AGREEMENT FORM**

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

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

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

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

(a) Section-I indicating the General Conditions of this Contract;

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- (b) Section-II                    indicating the Terms of Reference;
- (c) Section-III                indicating the Special Terms & Condition;
- (d) Section-IV                indicating the Schedule of Rates.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**PROFORMA LETTER OF AUTHORITY**

TO  
**CGM (CONTRACTS)**  
Oil India Ltd.,  
P.O. Duliajan - 786 602  
Assam, India

Sir,

**Sub: OIL's IFB No. CDG0680P19**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as 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**

TO  
**CGM (CONTRACTS)**  
Oil India Ltd.,  
P.O. Duliajan - 786 602  
Assam, India

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

Sir,

**Sub : OIL's IFB No. CDG0680P19**

We authorise Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above IFB due on \_\_\_\_\_ at Duliajan 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 ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

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

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

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

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

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

a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

2. 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.

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

4. 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.

(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

#### **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-Contractors.
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.

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.

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

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

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

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

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

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
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.

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

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

Witness 1: .....

Witness 2: .....

Place. Duliajan  
Date .

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY  
/ 100% SUBSIDIARY COMPANY (As the case may be)  
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE  
AND NOTORISED)**

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

**WHEREAS**

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

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

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

5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of  
(Bidder)

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

M/s.  
Witness:  
1)  
2)

M/s.  
Witness:  
1)  
2)

**PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE**  
**(Delete whichever not applicable)**  
**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE**  
**AND NOTORISED)**  
**DEED OF GUARANTEE**

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number ..... for ..... on ..... M/s ..... (mention complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number ..... to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

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

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

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

1. The Guarantor (Parent Company/**100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up

the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of ....., India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

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

Witness:

1. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_

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

Witness:

2. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

**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 **Rs. 10 Crore** (or equivalent **1.39 million 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)

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

Witness:

Witness:

1.

1.

2.

2.

**FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMAT  
PARENT/SUPPORTING COMPANY**

**To**  
**M/s OIL INDIA LIMITED (OIL)**  
**CONTRACTS DEPARTMENT**  
**DULIAJAN, ASSAM, INDIA, PIN-786602**

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

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

AND WHEREAS we have agreed to give the "ULTIMATE PARENT/SUPPORTING COMPANY",

such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the "ULTIMATE PARENT/SUPPORTING COMPANY", up to a total of (Amount of

Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being

payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your

demanding the said debt from the Contractor/ULTIMATE PARENT/SUPPORTING COMPANY before presenting us with the demand.

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

Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_.

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

**B. Issuing Bank:**

Tender No. CDG0504L19

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

**C. 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:
  - iii) "MT 760/MT 760 COV" for issuance of bank guarantee.
  - iv) "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, Duliajan Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN: 786602.

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

**[On company's Letter Head]**

**To,**

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

Dear Sir,

This has reference to your Tender No. .... dated .....20\_\_ on the  
subject .....

We.....(Name of the Company) confirm that we will engage/deploy  
the services including the key personnel of the Technical  
collaborator/Subsidiary/Parent company/Joint Venture Partner (strike out  
whichever are not applicable), experience on whose strength we are meeting  
the tender's Technical requirement as per the tender qualifying criteria.

Signature  
(Name & Designation of Authorized person)

**PROFORMA FOR BIODATA OF KEY PERSONNEL**

1. NAME
2. PRESENT ADDRESS
3. PERMANENT ADDRESS
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY  
(IN CASE OF EXPATRIATE)
7. DESIGNATED POST
8. EDUCATIONAL QUALIFICATION
9. DATE OF BIRTH
10. EXPERIENCE IN REVERSE ORDER

AFFIX  
PASSPORT  
SIZE  
PHOTOGRAPH

**NOTE:** In case of replacement of the key personnel, the replacement personnel must have the requisite qualification and experience as per Terms of Reference (Section-II) and shall submit their credentials along with their recent photographs to Company for approval of Company.

**PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL**

I \_\_\_\_\_ S/o \_\_\_\_\_ having permanent residence at \_\_\_\_\_ Dist. \_\_\_\_\_ am working with M/s. \_\_\_\_\_ as their employee. Now, I have been transferred by M/s. \_\_\_\_\_ for carrying out the contract job under Contract No. \_\_\_\_\_ which has been awarded in favour of my employer M/s. \_\_\_\_\_.

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my deployment for carrying out contract job in OIL by M/s. \_\_\_\_\_.

I am an employee of \_\_\_\_\_ for all practical purposes and there is no privity of Contract between OIL and me.

-----

**Signature**

Place:

Date:

**Witness:**

1. NAME:  
DESIGNATION:  
DATE:
  
2. NAME:  
DESIGNATION:  
DATE:

**To,**

**CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB:SAFETY MEASURES FOR TENDER NO.CDG0680P19**

**DESCRIPTION OF WORK/SERVICE:**

Sir,

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following:
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_
  - iii) \_\_\_\_\_

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

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Date\_\_\_\_\_

Yours Faithfully

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

FOR & ON BEHALF OF CONTRACTOR



**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 relived 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

\_\_\_\_\_

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

WITNESS NO.2

\_\_\_\_\_

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

Attorney as power of  
Attorney no. \_\_\_\_\_  
Dated \_\_\_\_\_

***Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG is separately attached as Annexure-XII.***

**Attached as separate Annexure.**

**ANNEXURE-E**

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

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

Date \_\_\_\_\_

**To,**

**CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602**

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your tender No.\_\_\_\_\_ Dated \_\_\_\_\_**

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us. We take full responsibility for the submission of authentic information/documents against the above cited bid.

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**---End of Contract--**

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam								
Price Bid Format							PROFORMA-B (REVISED FORMAT II)	
Tender No.		CDG0680P19		Name of the Bidder				
TENDER DESCRIPTION :		Hiring of Integrated Service of Modular Injection Facility & Supply of Chemicals for a Pilot Polymer Flooding EOR Project in Nahorkatiya Field of Oil India Limited for a period of 02 (Two) years with a provision of extension by another 01 (One) year.					Currency of Quote	
Sl. No	Description of Job/ Item	Unit	Quantity	Rate (Per Unit)	Amount (Rate x Qty)	SAC/HSN Code	QUOTED GST RATE IN Percentage Select From Drop Down List	TOTAL (A) including GST rate
			1	2	3= 1 x 2		4	5 = 3 + (%age of 4 on 3)
	Supply of Services							
10	Mobilization Charges (including Manpower, Materials, Equipments)	LSM	1		0.00			0.00
20	Daily Rental Charges (of Equipments only)	D	730		0.00			0.00
30	Operating Day Rate (excluding Polymers)	D	670		0.00			0.00
40	Interim Demobilization & Remobilization charge of Manpower	LSM	4		0.00			0.00
50	Demobilization Charges	LSM	1		0.00			0.00
						TOTAL(T1) (Including GST)		0.00
	Supply of Services							
10	Cost of Polymer per Kg. [Well site Rate] [Quantity of polymer to be quoted based on quantity required per day for 800 KL/day injection of polymer solution for 670 Days]	KG	0.00	#DIV/0!	#DIV/0!			#DIV/0!
			These data are pulled from Detail breakup Cost sheet			TOTAL(T2) (Including GST)		#DIV/0!
	Total Quoted Cost for the Contract T = T1 + T2 (Including GST)							#DIV/0!
NOTE:								
1	Quantity (kg) of polymer as required per day for 800 KL/day injection of polymer solution against line item no. 40 shall be provided by the bidder. The detailed break-up of the same must be mentioned under the sheet "Detailed Break-Up of Cost".							
2	The detailed breakup of cost of Polymer quoted for the day should be specified in the Polymer cost breakup in the next sheet.							
3	The Mobilization charge should not be more than 5% of the total contract value. In the event of the contractor quoting Mobilization charge above 5% of the total contract value, only 5% of the contract value will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.							
4	Daily rental charge must be within 50% of the operating day rate.							
5	Bidder to categorically mention the currency of the quote.							

6	Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
7	Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.
8	Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
9	Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including GST (CGST & SGST/UTGST or IGST).
10	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
11	Price Bid without giving any of the details of the taxes [GST] (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract/order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
12	0 (Zero) % Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the Purpose of evaluation.

**Quantity & Cost of polymer as required for 800 KL/day injection of polymer solution**  
**The detailed breakup of cost of Polymer quoted for 670 days of operation should be specified in the Polymer cost breakup below**

<b>Name of Polymer (a)</b>	<b>Quantity in terms of Kg for 800 KL/day injection of polymer solution per day (b)</b>	<b>Quantity in terms of Kg for 800 KL/day injection of polymer solution for 670 days of operation (c)=(b) X 670</b>	<b>Cost per Kg  (d)</b>	<b>Cost for 800 KL/day injection of polymer solution for 670 days of operation (e)=(c)X(d)</b>	<b>Total CIF cost for 800 KL/day injection of polymer solution 670 days of operation (f)</b>	<b>Total Well site cost for 800 KL/day injection of polymer solution 670 days of operation (g)</b>
		0.00		0.00		
<b>Total Quantity</b>		<b>0.00</b>		<b>Well site Cost / Kg</b>		<b>#DIV/0!</b>



## ANNEXURE-XII Proforma

BB(PP-LC)

## CALCULATION OF LOCAL CONTENT-SERVICES

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE				Cost Summary				
				Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LOCAL CONTENT	
							%	Rs./Foreign Currency (To be specified by the service provider)
				a	b	c=a+b	d = a/c	e = c x d
A	I	Cost component Material used cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	II	Personnel & Consultant cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	III	Other services cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	IV	Total cost (I to IV)	Rs./Foreign Currency	0.00	0.00	0.00	#DIV/0!	#DIV/0!
B		Taxes and Duties	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
C		Total quoted price	Rs./Foreign Currency	0.00	0.00	0.00	#DIV/0!	#DIV/0!

Note:-

$$\% \text{ LC Service} = \frac{\text{Total cost (A. IV. c)} - \text{Total imported component cost (A. IV .b)}}{\text{Total Cost (A. IV.c)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A. IV a)}}{\text{Total cost (A. IV. c)}} \times 100$$

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing