



OIL INDIA LIMITED

(A Govt. of India Enterprise)

P.O. DULIAJAN, DIST - DIBRUGARH

ASSAM, INDIA, PIN-786602

CONTRACTS DEPARTMENT

TEL: (91) 374-2800548

E-mail: contracts@oilindia.in

Website: www.oil-india.com

FAX: (91) 374-2803549

FORWARDING LETTER

Sub: IFB No. CDG4876P24 for ‘Hiring of Directional Drilling Services with SDMM/RSS, MWD/LWD, JAR and with Collar based MWD/LWD Tools for a period of 4 (four) years.’

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Maharatna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. 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 Directional Drilling Services with SDMM/RSS, MWD/LWD, JAR and with Collar based MWD/LWD Tools for a period of 4 (four) years’**. 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.	:	CDG4876P24
(ii)	Type of Bidding	:	Online open Global e-Tender: Single Stage-Two Bid System
(iii)	Tender Fee	:	Not Applicable
(iv)	Bid Closing Date & Time	:	05.12.2023 at 11:00 Hrs (IST)
(v)	Technical Bid Opening Date & Time	:	05.12.2023 at 14:00 Hrs (IST)
(vi)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(vii)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-procurement portal

(viii)	Bid Opening Place	:	Office of Chief General Manager-Contracts Contracts Department, Oil India Limited, Duliajan -786602, Assam, India.
(ix)	Bid Validity	:	120 (one hundred twenty) days from Bid Closing date
(x)	Mobilization Time	:	As defined in the tender
(xi)	Bid Security Amount	:	<u>Bidders quoting for Group-I:</u> Rs 2.19 Crore/USD 2.62 Lakh <u>Bidders quoting for Group-II:</u> Rs 1.43 Crore/USD 1.71 Lakh <u>Bidders quoting for both Group-I and Group-II:</u> Rs 3.39 Crore. /USD 4.05 Lakh Please refer to BEC Clause No. 2.0 for the details of each group
(xii)	Bid Security Validity	:	31.08.2024
(xiii)	Amount of Performance Security	:	10% of annualized total contract value
(xiv)	Validity of Performance Security	:	Up to 3 (three) months beyond the defect liability period
(xv)	Location of job	:	Assam & Arunachal Pradesh
(xvi)	Duration of the Contract	:	04 (Four) years
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer Clause No. 30.0 of Part-3, Section-I (General Conditions of Contract)
(xviii)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xix)	Bids to be addressed to	:	Chief General Manager-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xx)	Pre Bid Conference	:	Tentatively of 3 rd week of November,2023
(xxi)	Last Date of receipt of queries	:	14.11.2023

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

- 3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate of Class 3 with 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.

In case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder changes his Digital Signature Certificate, then the 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.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "Class 3 with Organizations Name and Encryption Certificate", the bid will be rejected.

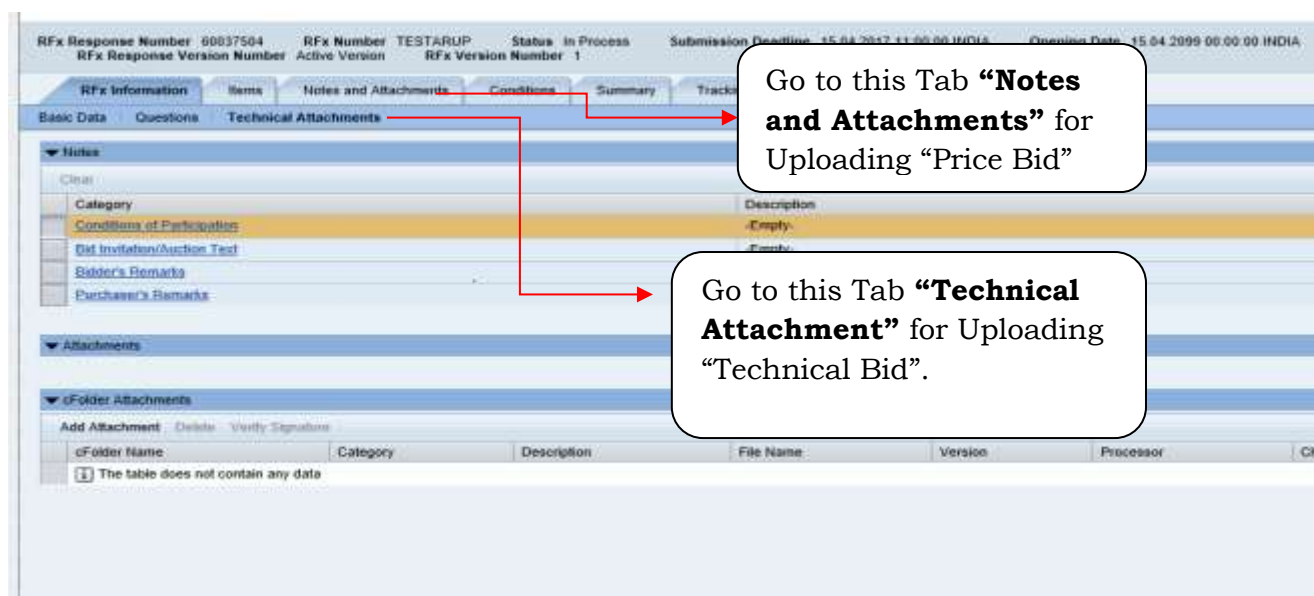
Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

- 3.2 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.
- 3.2.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site <https://etender.srm.oilindia.in/irj/portal>.
- 3.2.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

- 3.3 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, Ph.: 0374-2807171/7192.
- 3.4 The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).
- 4.0** 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) (Server Time) at the office of the GM-Contracts (HoD) in presence of the authorized representatives of the bidders.
- 5.0** 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.
- 6.0** (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 debarment 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.
- 7.0** Conditional bids are liable to be rejected at the discretion of the Company.
- 8.0** **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, first 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.

- 9.0 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 after price bid opening to those bidders whose price bids have been opened in the system. For tenders where Detailed Price Information under RFx Information Tab is “No price”, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under “Notes & Attachment”. Additionally the bidders must 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 'RFx Response Number' is 60038748 and the 'RFx Number' is 0.00 INR. The 'RFx Owner' is BHARALI. The form has three main tabs: 'RFx Information', 'Items', and 'Notes and Attachments'. Under 'RFx Information', there are sub-tabs: 'Basic Data', 'Questions', and 'Technical Attachments'. The 'Event Parameters' section includes:

- 'Currency:' dropdown set to 'Indian Rupee'.
- 'Detailed Price Information:' dropdown set to 'No Price'.
- 'Terms of Payment:' field with a small icon.
- 'Total Bid Value:' text input field, highlighted with a red box.

 Annotations with callouts point to these fields:

- A callout points to the 'Currency:' dropdown: 'Bidder to select the currency of the Response'.
- A callout points to the 'Detailed Price Information:' dropdown: '“Total Bid Value” is mandatory in “No Price” RFx only'.
- A callout points to the 'Total Bid Value:' field: '“Total Bid Value” considering all the taxes & duties.'

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 in 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 bidding Format”.

- 10.0** The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.
- 11.0** The successful bidder shall furnish a Performance Security Deposit in the form of Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of

liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

- 12.0 BACKING OUT BY L1 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 bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 13.0 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. The bidder has to submit an undertaking in this regard as per attached Proforma-IX.
- 14.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 17.03.2023 available in OIL's website: www.oil-india.com.
- 15.0** Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and/or penalty from the Contractor as per terms of the tender/ contract.
- 16.0** The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.
- 17.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:**

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

- 17.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from bidder) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
- 17.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- 17.3 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 17.4 The beneficial owner for the purpose of para 17.3 above will be as under:
- 17.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
- Explanation:
- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;
- 17.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 17.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 17.4.4 Where no natural person is identified under 17.4.1 or 17.4.2 or 17.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 17.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 17.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

- 17.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder for participation in this tender.
- 17.7 **Validity of registration**: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 17.8 If the undertakings viz. **Exhibit-I**, **Exhibit-II** and **Exhibit-III** given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.
- 18.0** OIL now looks forward to your active participation in the IFB.

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

(KAUSHIK DAS)
MANAGER CONTRACTS (G)
For CGM (CONTRACTS) (HoD)
For RESIDENT CHIEF EXECUTIVE

Date: 07.11.2023

PART-I: INSTRUCTIONS TO BIDDERS**1.0 ELIGIBILITY OF THE BIDDER:**

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC) of the tender document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 BID DOCUMENTS:

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
 - b) Instructions to Bidders (ITB), (Part-1)
 - c) Bid Evaluation Criteria (BEC), (Part-2)
 - d) General Conditions of Contract (GCC) : (Part-3, Section-I)
 - e) Terms of Reference/Technical Specification, (Part-3, Section-II)
 - f) Special Conditions of Contract, (Part-3, Section-III)
 - g) Schedule of Rates, (Part-3, Section-IV)
 - h) Safety Measures (SM) : (Part-4)
 - i) Integrity Pact (IP) : (Part-5)
 - j) Bid Form : Proforma-I
 - k) Statement of Non-Compliance : Proforma-II
 - l) Authorisation for Attending Bid Opening : Proforma-III
 - m) Proforma of Letter of Authority : Proforma-IV
 - n) Format of Bid Security: Proforma-V
 - o) Proforma for E-Remittance : Proforma-VI
 - p) Format of Performance Security : Proforma-VII
 - q) Agreement Form : Proforma-VIII
 - r) Format of Undertaking by Bidders towards submission of authentic information/documents : Proforma-IX
 - s) Certificate of Compliance of Financial Criteria : Proforma-X
 - t) Commercial Check List: Proforma-XI
 - u) Undertaking towards submission of Bank Guarantee: Proforma-XII
 - v) Undertaking by TPI (Proforma-XIII)
 - w) Financial Turnover and Net-worth (Proforma -XIV)
 - x) Technical Evaluation Sheet for BEC-BRC & others
 - y) Other Annexures, Appendices, Exhibits & Checklists
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political

environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 PREPARATION OF BIDS:

- 5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 Bidder's/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.
- 5.3 Documents comprising the bid: Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:
 - (A) Technical Bid (to be uploaded in "Technical Attachments" tab):
 - a) Complete technical details of the services offered.

- b) Documentary evidence established in accordance with Clause No. 9.0.
- c) Bid Security-
- d) Copy of Bid Form without indicating prices in Proforma-I.
- e) Statement of Non-compliance as per Proforma-II.
- f) Copy of Priced Bid without indicating prices.
- g) Integrity Pact digitally signed by OIL's competent personnel as Part-5.
- h) Proforma-IV attached with the bid document to be signed by the bidders Authorized representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: No price should be mentioned in the "Technical Attachments" tab.

(B) The Price Bid as per the Price Bid Format shall be uploaded in "Notes and Attachments" tab.

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

6.0 **BID FORM:** The bidder shall complete the Bid Form and upload the same along with their bid.

7.0 BID PRICE:

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

7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.

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

8.0 CURRENCIES OF BID AND PAYMENT:

The Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees. Indian Bidders are to quote their price in INR only. If any Indian bidder quote their price in currency other than INR, contract to the bidder shall be awarded (if successful) in INR only considering the conversion rate as per Clause No. 21.0 of ITB.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in BID EVALUATION CRITERIA (BEC), of the tender documents.

10.0 BID SECURITY:

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

10.2 All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the "Forwarding Letter" of the tender documents:

a. The Bid Security should be submitted in the form of irrevocable Bank Guarantee (as per Proforma-V) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.

b. Alternately Bid Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS /Electronic Fund Transfer through Online Payment Gateway of OIL's e-tender portal (subject to credit in OIL's account within prescribed time) to designated account of OIL.

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

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

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

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

c. In case of Bidders submitting Bid Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit

Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before **12.45 p.m. (IST)** on the bid closing/opening date otherwise bid will be rejected.

d. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

e. This Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 10.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.

f. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note:

i. Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 11.0** below along with technical bid.

ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

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

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

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

10.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause No. 27.0 below is furnished.

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

10.8 The Bid Security may be forfeited:

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

b. If the bidder modifies/revises their bid suo-moto within its original/extended validity.

- c. If the bidder does not accept the contract.
- d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract.
- e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 10.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).
- 10.11 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 10.12 The Bank Guarantee issuing bank branch must ensure the following:

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

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

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

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602

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

11.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

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

Note:

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

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

- b) Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.

Note:

- i. Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.
- ii. Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister Subsidiary/Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister-Subsidiary/Co- Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is/are also an MSE(s).

12.0 PERIOD OF VALIDITY OF BIDS:

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

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

13.0 SIGNING & SUBMISSION OF BIDS:**13.1 Signing of bids:**

- 13.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class-3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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

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

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

- 13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-IV) shall be indicated by written Power of Attorney accompanying the Bid.
- 13.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

13.2 Submission of bids:

The tender is processed under Single Stage Two Bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as

per the Price Schedule. The Technical Bid should be uploaded in the “Technical Attachment” Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as ‘Attachment’ under “Notes & Attachments” Tab. No price should be given in the “Technical Attachment”, otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to CGM-Contracts (HoD), Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Any other document required to be submitted in original as per bid document.

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

- 13.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-II of the bid document and the same should be uploaded along with the Technical Bid.
- 13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 13.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

14.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE

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

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

Representative/ Retainer /Associate cannot represent more than one foreign bidder against the IFB.

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

15.0 DEADLINE FOR SUBMISSION OF BIDS:

- 15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 15.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.
- 15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in debarment from participation in future tenders of OIL.

- 18.0 EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

19.0 BID OPENING AND EVALUATION:

- 19.1 Company will open the Bids, including submission made pursuant to clause 12.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-III) 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.
- 19.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 19.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 19.4 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 19.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Securing Declaration and such other details as the Company may consider appropriate.
- 19.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 19.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

20.0 OPENING OF PRICED BIDS:

- 20.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 20.2 In case of two bid system, 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.
- 20.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 20.4 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.

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

21.0 CONVERSION TO SINGLE CURRENCY:

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

- 22.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.

22.1 Discounts/Rebates:

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

22.2 Loading of foreign exchange

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

22.3 Exchange rate risk

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

22.4 Repatriation of rupee cost

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

23.0 CONTACTING THE COMPANY:

23.1 Except as otherwise provided in Clause 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 19.6.

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

24.0 AWARD OF CONTRACT:

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

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

26.0 NOTIFICATION OF AWARD:

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

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

27.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 02 Weeks from the date of issue of Letter of Award (LOA).

27.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per Proforma-VII) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as Proforma-XII) must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

- i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.
- ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

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

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

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

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

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

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

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

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

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

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The Bank details are as under:

	Bank Details of Beneficiary	
A	Bank Name	HDFC BANK LTD
B	Branch Name	DULIAJAN
C	Branch Address	Utopia Complex, BOC Jayanagar, Duliajan, Dibrugarh 786602
D	Banker Account No.	21182320000016
E	Type of Account	Current Account
F	IFSC Code	HDFC0002118
G	MICR Code	786240302
H	SWIFT Code	HDFCINBBCAL

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

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

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

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

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

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

28.0 SIGNING OF CONTRACT:

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

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

28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

29.0 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.

30.0 MOBILISATION AND ADVANCE PAYMENT:

- 30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against 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.
- 30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 30.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

31.0 INTEGRITY PACT:

- 31.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Part-5 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.
- 31.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;
- 31.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.
- 31.4 OIL has appointed Shri Ram Phal Pawar, IPS (Retd.), Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:
- a. Shri Ram Phal Pawar, IPS (Retd.)
E-mail: rpawar61@hotmail.com, ramphal.pawar@ips.gov.in
 - b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com
 - c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India

E-mail: ams057@gmail.com

32.0 LOCAL CONDITIONS:

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

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

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

34.0 GOODS AND SERVICES TAX:

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

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

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

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

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

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

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

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

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

- 34.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 34.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 34.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 34.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 34.9 OIL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 34.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 34.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 34.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / blacklisted, then the bid may be rejected by OIL.

PART-2: BID EVALUATION CRITERIA (BEC)

- 1.0 GENERAL CONFORMITY:** The bid shall conform generally to the specifications and terms & conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the 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.
- 2.0** Bidders shall quote either for **Group-I** or **Group-II** or for **both the groups** indicated hereunder and shall categorically confirm the same in their technical bid:

I. GROUP-I

(i) RSS + MWD package consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray and Annulus Pressure & Temperature) & MWD/LWD Surface Unit + Collar based (non-retrievable) LWD – Resistivity tool + Drilling Jar + Services of personnel (Directional Driller & MWD/LWD Engineer) suitable for 12¼” hole section on Regular basis as per the Scope of Work. **Quantity: 02 (Two) sets** for deployment on **regular basis**.

(ii) RSS + MWD package consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray, Annulus Pressure & Temperature) and MWD/LWD Surface Unit + Collar based (non-retrievable) LWD tools – (Resistivity, Neutron Porosity & Azimuthal Density with imaging & caliper) + Drilling Jar + Services of personnel (Directional Driller & MWD/LWD Engineer) suitable for 8½” hole section as per the Scope of Work. **Quantity: 02 (Two) sets** for deployment **on regular basis**.

(iii) POWERED RSS + MWD package consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray, Annulus Pressure & Temperature) and MWD/LWD Surface Unit + Collar based (non-retrievable) LWD tools - (Resistivity, Neutron Porosity & Azimuthal Density with imaging & caliper) + Drilling Jar + Services of personnel (Directional Driller & MWD/LWD Engineer) suitable for 6” hole section as per the Scope of Work. **Quantity: 01 (One) set** on **callout basis** as & when required.

II. GROUP-II:

(i) SDMM + MWD package consisting of Collar based (non-retrievable) MWD tools (Directional & Gamma Ray) and MWD Surface Unit + Drilling Jar + Services of personnel (Directional Driller & MWD Engineer) suitable for 17½” hole section as per the Scope of Work. **Quantity: 02 (Two) sets** for deployment on **regular basis**.

(ii) SDMM + MWD package consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray and Annulus Pressure & Temperature) & MWD/LWD Surface Unit + Collar based (non-retrievable) LWD – Resistivity tool + Drilling Jar + Services of personnel (Directional Driller & MWD/LWD Engineer)

suitable for 12¼” hole section as per the Scope of Work. **Quantity: 01 (One) set** for deployment on **regular basis**.

(iii) SDMM + MWD package consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray, Annulus Pressure & Temperature) and MWD/LWD Surface Unit + Collar based (non-retrievable) LWD – Resistivity tool + Drilling Jar + Services of personnel (Directional Driller & MWD/LWD Engineer) suitable for 8½” hole section as per the Scope of Work. **Quantity: 01 (One) set** for deployment on **regular basis**.

3.0 TECHNICAL EVALUATION CRITERIA:

3.1 EXPERIENCE:

- (i) Bidders quoting for Group-I: The bidder should be in the business of providing Directional Drilling services by deploying suitable Equipment [RSS, Collar based MWD-LWD, Drilling Jars, Stabilizers] along with Personnel (Directional Drillers and MWD-LWD Engineers) to E&P Companies (Companies involved in Exploration & Production of Oil & Natural Gas) for carrying out Directional drilling activities for a minimum of 05 (five) years during the last 7(seven) years reckoned from the original bid closing date.

Bidders quoting for Group-II: The bidder should be in the business of providing Directional Drilling services by deploying suitable Equipment [SDMM, Collar based MWD-LWD, Drilling Jars, Stabilizers] along with Personnel (Directional Drillers and MWD-LWD Engineers) to E&P Companies (Companies involved in Exploration & Production of Oil & Natural Gas) for carrying out Directional drilling activities for a minimum of 05 (five) years during the last 7(seven) years reckoned from the original bid closing date.

Bidders quoting for both Group-I & Group-II: The bidder shall have the experience of Group-I and Group-II as indicated above.

- (ii) The bidder in conjunction to the above, should have successfully drilled at least 10 (Ten) numbers of directional wells out of which at least 03 (Three) numbers of wells must be with a THD (Total horizontal displacement) of minimum 1500m using the above Directional Drilling Equipment and Personnel during the last 07 (Seven) years reckoned from the original bid closing date.
- (iii) Additionally, the bidder should have completed at least 01 (One) Directional Drilling Contract of minimum 02 (Two) years duration of providing Directional Drilling Services using the Directional Drilling Equipment and Personnel during the last 07 (Seven) years reckoned from the original bid closing date.

Notes to BEC Clause 3.1 above:

- I. Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 of the tender, can also quote under the categories listed below:

A. ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 3.1 can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its wholly owned subsidiary [supporting company]. However, the parent/subsidiary company (as the case may be) of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.

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

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

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 can also be considered based on the experience of their sister-subsidiary/co-subsidiary company (supporting company) within the ultimate parent/holding company subject to meeting of the following conditions:

- i) Provided that the sister-subsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the same ultimate/holding parent company.
- ii) Provided that the sister subsidiary/co-subsidiary company on its own meets the experience criteria stipulated in the BEC and not through any other arrangement like Technical Collaboration agreement.
- iii) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **Annexure-III**, between them, their ultimate parent/holding company, along with the technical bid.

Note: In case of A/B above, the supporting company shall not be allowed to submit separate/independent bid against this tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected. Further, bidders shall additionally submit following:

- i. Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at PROFORMA-K), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company in case the bidding company is the successful bidder.
- ii. In cases where the supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company. In such case bidding company shall furnish an undertaking that their subsidiary/parent/ sister company (i.e. the supporting company) is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- iii. A certificate from the statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

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

- iv. 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 on account of non-performance of the contractor.

II. Bidders quoting on the technical strength of Parent/Subsidiary/Sister Subsidiary/ Co-Subsidiary 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-IV in this respect to be submitted as part of technical bid.

III. For proof of requisite Experience (refer Clause No. 3.1), the following documents/ must be submitted along with the bid:

a. In support of the BEC Clause 3.1 (i): Bidder shall submit copies of relevant pages of the Contract(s) executed showing detailed address(es) of client(s), scope of work along with any of the following documentary evidence to substantiate the 05 (Five) years' of experience:

- (i) Completion certificate(s) issued by the client(s) (OR)
- (ii) Certificate(s) of Payment issued/acknowledged by the client(s) (OR)
- (iii) Any other document(s) which substantiate the 05 (Five) years' experience criteria as defined in the respective clause.

Note: The summarized details should be submitted as per Annexure-AA.

- b.** In support of the BEC Clause 3.1 (ii): Bidder shall submit relevant pages of the Contract(s) executed showing detailed address(es) of client(s), work order(s)/job ticket(s) along with any of the following documentary evidence in respect of satisfactory completion of 10 (ten) numbers of wells:
- (i) Relevant pages of End of Well report(s)/Well completion report(s)/Acknowledgement(s) by Clients (OR)
 - (ii) Well Plan(s)/BHA analysis report(s)/Torque & Drag analysis report(s)/Anti Collision analysis report(s) (OR)
 - (iii) Directional survey report(s)/Completion certificate(s) (OR)
 - (iv) Any other document(s) which substantiate the successful drilling of minimum 10 (ten) numbers of Directional wells as defined in the respective clause.

Note: The summarized details should be submitted as per Annexure-BB.

- c.** In support of the BEC Clause 3.1 (iii): Bidder shall submit copies of relevant pages of respective Contract(s) showing detailed address(es) of client(s), scope of work(s) along with documentary evidence in respect of satisfactory execution of 01 (one) completed Contract of 02 (Two) years using Directional Drilling Equipment in the form of copies of any of the documents indicating respective contract number(s) and type of services as given below:
- (i) Satisfactory completion/performance certificate(s) from Client(s) (OR)
 - (ii) Proof of settlement/release of final payment against the Contract (OR)
 - (iii) Any other documentary evidence which substantiate completion of at least 1(one) Contract as defined in the respective clause.

Note: The summarized details should be submitted as per Annexure-CC.

- IV.** In case the requisite experience as mentioned in Para 3.1 above are against contract(s) awarded by OIL, the bidder need not submit requisite documentary evidences but must categorically specify OIL's Contract Number and date in their technical bid, against which they have executed the work.
- V.** Oil India Limited (OIL) reserves the right to contact the Client(s)/ Operator(s) referred by the Bidder for authentication of documents submitted by the bidder under intimation/copy to the respective Bidder. OIL will not be responsible for Client(s)/Operator(s) not confirming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time then such Bidder's technical bid will be considered as nonresponsive. It will be the responsibility of the Bidder to take up the matter with their Client(s) and arrange for the confirmation as desired by OIL.
- VI.** A job executed by a bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BEC.

- 3.2 Scope of Work:** The bidders shall quote for full scope of work for Group-I or Group-II or for both groups indicated under Clause No. 2.0 above. Bidders should categorically mention in their bid, for which group(s) they are bidding. In case the bidder quotes incomplete scope of work with respect to a particular group, their offer for that group will not be considered for award of contract.

Note:

- a.** The total requirement under the tender is for 09 (Nine) sets [05 (Five) sets under Group-I and 04 (Four) sets under Group-II].
 - b.** In case, the bidder does not have all of the services of their own, they can have pre-tender tie-up only for the services of Drilling Jars. However, the bidder has to have all of the other services of their own.
- 3.3** In case of pre-tender tie-up, the bidder should execute a legally enforceable MOU/Agreement valid for entire duration of the contract. Copies of the pre-tender tie-up for each third-party service mentioned under clause 3.2, should be furnished along with the Technical Bid clearly referring to OIL's Tender Number & indicating the scope of work for technical partner of the bidder. Notwithstanding the MOU/Agreement, bidder shall clearly undertake the single point responsibility of completing the project as offered by the bidder and should categorically confirm the same.
- 3.4 Mobilization:** Bidder must confirm unconditional acceptance to the mobilization schedule for tools and equipment including personnel in their technical bid. Offers indicating mobilization time more than the period mentioned in the tender will be rejected.

All directional tools and equipment including personnel for all of the 08 (Eight) regular sets [consisting of 02 (Two) regular sets for 17½" hole section, 03 (Three) regular sets for 12¼" hole section and 03 (Three) regular sets for 8½" hole section], shall have to be mobilized within 60 (sixty) days from the date of issuance of mobilization notice to the successful bidder(s). However, OIL reserves the right to mobilize each of the sets in a phased manner and in that case separate mobilization notice will be issued against each set.

All directional tools and equipment including personnel for the 01 (One) callout set for 6" hole section shall have to be mobilized within 60 (sixty) days from the issuance of mobilization notice for initial mobilization and within 30 (thirty) days for all subsequent mobilizations.

4.0 FINANCIAL EVALUATION CRITERIA:

- 4.1** Annual Financial Turnover from operation of the bidder during any of preceding 03 (Three) financial/accounting years reckoned from the original bid closing date should be at least as under:
- i.** Rs. 49.12 Crore (USD 5.91 million) for bidders quoting for Group-I
 - ii.** Rs. 30.01 Crore (USD 3.61 million) for bidders quoting for Group-II

- iii. Rs. 79.13 Crore (USD 9.52 million) for bidders quoting for both Group-I & II.
- 4.2** Net worth of the bidder must be Positive for the financial/accounting year preceding the original Bid Closing date.
- 4.3** In case the bidder is a subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company), who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then documents need to be submitted along with the technical bid in support of the following:
- (i) Annual Turnover from operation of last three accounting years of the parent/ultimate parent/holding company (supporting company) shall be as per Clause 3.1 above.
 - (ii) Net worth of the parent/ultimate parent/holding company (supporting company) shall be positive for the accounting year preceding the bid closing date as per Clause 3.2 above.
 - (iii) **Corporate Guarantee (PROFORMA-XIX)** on parent/ultimate parent/holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them, and
 - (iv) A certificate from the statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned. The above certificate should not be more than 30 days old as on the original bid closing date.

Note:

- i. Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).
- ii. Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"

Notes to BEC Clause 4.0 above:

- a. For proof of Annual Turnover from operation & Net worth, any one of the following documents/photocopies must be submitted along with the bid:
 - (i) Audited Balance Sheet along with Profit & Loss account.

OR

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

Note :

- i. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.
 - ii. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR/USD, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.
- b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date /within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-X**.
 - c.** In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
 - d.** In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
 - e.** Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above in Para 4.0.

5.0 COMMERCIAL EVALUATION CRITERIA:

- 5.1** The bids are to be submitted under single stage Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid in their respective fields in E-portal. Only the Price Bid should contain the quoted price.

- 5.2** The price quoted by the successful bidder must remain firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 5.3** Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount and validity of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.
- 5.4** Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.
- 5.5** Any bid received in the form of Physical document/E-mail will not be accepted.
- 5.6** Bids shall be typed or written in indelible ink. The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India[except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.
- 5.7** Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 5.8** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 5.9** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.
- 5.10** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i)** Firm price
 - (ii)** Bid Security/EMD
 - (iii)** Period of validity of Bid
 - (iv)** Price Schedule
 - (v)** Performance Bank Guarantee / Security deposit
 - (vi)** Mobilization Schedule
 - (vii)** Scope of work
 - (viii)** Guarantee of material / work
 - (ix)** Liquidated Damages clause

- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

- 5.11** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- 5.12** Bid received with validity of offer less than 120 (one hundred twenty) days from Bid Opening Date will be rejected.
- 5.13** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **“Part-VI/Integrity Pact”** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 5.14** Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Further neither the Bidders nor any of any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats **(Appendix-1 & Appendix-2)** along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.
- 5.15** Bidders shall submit duly filled checklists on BEC & other relevant technical criteria as prescribed in the tender along with their technical bid. If any bidder fails/declines to submit the same, their bid shall not be considered for further evaluation.

6.0 PRICE EVALUATION CRITERIA:

- 6.1** The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Evaluation Criteria mentioned above will be considered for Price bid opening and Evaluation as per criteria given below:
- 6.2** Bidders at their option are required to quote either for Group-I (Proforma-B1) or Group-II (Proforma-B2) or Group-I + Group-II together (Proforma B1 & Proforma-B2) considering all the line items therein, failing which the offer will be rejected.

- 6.3** 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 accordingly. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 6.4** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation to ascertain inter-se-ranking. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be during the job execution.
- 6.5** The bidders are advised not to offer any discount/rebate separately but to offer their net prices in the Price Bid Format after considering discount/rebate, if any.
- 6.6** Conditional and unsolicited discount will not be considered for evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 6.7** In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 6.8** While evaluating the bids, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees, for the purpose of ascertaining inter-se-ranking of the bidders.
- 6.9** Bidders shall take note of the following:
- i) The total Mobilization charges per unit set for each hole section shall not exceed 1% of the total value per unit set for the respective hole section in the Price Bid. However, the total Mobilization charges per unit set for each hole section if quoted in excess of 1% of the total quoted value per unit set of each respective hole section in the Price Bid, the excess amount shall be paid at the end of the contract along with the demobilization charge.
 - ii) The total De-Mobilization charges per unit set for each hole section shall not be less than 1% of the total value per unit set for the respective hole section in the Price Bid. However, the total De-mobilization charges per unit set for each hole section if quoted in deficit or less than 1% of the total quoted value per unit set of each respective hole section in the Price Bid, the deficit amount shall be withheld from the mobilization invoice and shall be paid back at the end of the contract along with the De-mobilization charges.
 - iii) The quoted Unit Rental rate (for regular units) of each tool/equipment including personnel must not exceed 40% of the quoted corresponding Unit Operating rate of the respective tool/equipment including personnel in the Price Bid. If any bidder quotes the rental charge more than 40% percent of the corresponding Operating Charge, then their bid shall be evaluated considering their quoted Rental Charge only. However, if the bidder emerges as the successful

bidder, the contract shall be awarded limiting the Rental Charge to 40% of the corresponding Operating Charge, where Rental Charge is quoted beyond the prescribed limit.

iv) The quoted Unit Standby rate for the call out unit of each tool/equipment including personnel must not exceed 50% of the quoted corresponding Unit Operating rate of the respective tool/equipment including personnel in the Price Bid. If any bidder quotes the Standby rate more than 50% percent of the corresponding Operating Charge, then their bid shall be evaluated considering their quoted Standby Charge only. However, if the bidder emerges as the successful bidder, the contract shall be awarded limiting the Standby rate to 50% of the corresponding Operating Charge, where Standby rate is quoted beyond the prescribed limit.

6.10 Depending on bidders' capability and meeting the financial and technical quantified criteria set out herein, bidders can submit their bid for either Group-I or Group-II or for both Group-I & Group-II. Bidders quoting for only Group-I shall submit their price as per Proforma-B1 and Bidders quoting for only Group-II shall submit their price as per Proforma-B2. Bidders quoting for both the Groups (Group-I and Group-II) shall submit their price as per both Proforma-B1 and Proforma-B2.

6.11 Price bids for Group-I and Group-II shall be evaluated individually considering total quoted prices for all services including quoted GST (CGST & SGST/UTGST or IGST) against each group.

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

6.13 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

For GST unregistered bidders or when a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

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

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

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

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

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

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

Note: The aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.

7.0 GENERAL:

- 7.1** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation

when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

- 7.2** To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC 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. Company is not obligated to seek any post-bid clarification. However, clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. Further, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 7.3** If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.
- 7.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

8.0 PURCHASE PREFERENCE CLAUSE:

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

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

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

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

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

8.2 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):

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

- 8.3** Contract(s) shall be awarded group wise subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 against each group separately as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto. The total sets under Group-I & Group-II are not further splittable.

Note: The 'Total Price' shall be matched with that of the respective L1 bidder by reducing the differential rates proportionately or otherwise against the line items where their rates/prices are higher than that of the respective L1 bidder.

9.0 DOCUMENT VERIFICATION:

- 9.1** Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies to verify and certify various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. DNV Inspection India Pvt. Ltd,	a. amr.el-shirbini@dnv.com b. sherif.helmy@dnv.com c. raikar.rajesh@dnv.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulfllyods.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com

vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

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

9.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies and verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies and verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

9.4 The methodology of inspection/verification of documents is broadly as under but not limited to:

- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empaneled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding

the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

- (b) The prospective bidder shall contact any of the empaneled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empaneled third party agency shall not automatically make the bidder eligible for award of contract.
- (c) Verification of documents (but not limited to) are normally categorized as under:
- **General Requirement:**
 - Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company
 - Check Bidder's Certificate of Incorporation – Domestic Bidder.
 - **Additional Documents : (If applicable against the tender)**
 - Joint Ventures Agreements – To cross-check with JV Partners
 - Consortium Agreements – To cross-check with Consortium Partners
 - Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern
 - **Technical Criteria**
 - To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
 - **Financial Criteria**
 - Check and verify Audited Balance Sheet/CA certificate.
 - To check the Line of Credit, if incorporated in the tender.

Note: If any documents LOI/LOA/Contracts, etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency. Further TPI Verification and certification is not required for financial documents having Unique Document Identification Number (UDIN). Self-Undertaking furnished by the bidder in support of their bid may not be TPI verified.

10.0 DOCUMENT AUTHENTICITY UNDERTAKING:

Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company

shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017 revised on 17.03.2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per Proforma-IX.

11.0 LAND BORDER SHARING:

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

12.0 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.

GENERAL CONDITIONS OF CONTRACT (GCC)**1.0 APPLICABILITY, DEFINITION & INTERPRETATION:****1.1 Applicability**

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY/OIL/Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value:

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods :

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid/offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

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

2.2 Entire Agreement: The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or

oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

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

3.0 WAIVERS AND AMENDMENTS:

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

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

4.0 CONTRACT TIMELINE:

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

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK/CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

- 6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3** Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7** CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

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

- 7.1** Pay CONTRACTOR in accordance with terms and conditions of the contract.
- 7.2** Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
- 7.3** Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER /AUTHORITY:

8.1 OIL's site representative/engineer:

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

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress

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

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

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

8.2 CONTRACTOR's representative:

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

9.0 Personnel to be deployed by contractor:

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

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

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

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

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

10.0 PERFORMANCE SECURITY:

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

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

OR

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

OR

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

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

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

Full address

Branch Code

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

Phone Nos.

Fax Nos.

E-mail address.

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

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

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

- 10.6** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.7** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.8** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.9** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

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

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

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

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

- 12.2 Notice of claims:** CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.
- 12.3 Taxes:**
- 12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 12.3.2** Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.
- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of

GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)
- ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
- iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

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

12.4 Goods and Services Tax:

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

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

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

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

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation

of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

- 12.4.4** The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.
- 12.4.5** In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 12.4.6** Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 12.4.7** Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 12.4.8** Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.4.9** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.4.10** The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

- 12.5.1** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2** In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

- 13.1.1** CONTRACTOR shall be responsible to import the equipment/tools/spares/ consumables etc. required for execution of the contract. The CONTRACTOR shall

undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

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

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

14.0 INSURANCE:

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

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

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

14.3 CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

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

14.5 Certificate of Insurance:

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

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage

- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

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

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

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

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

14.9 Principal Assured:

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

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

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

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

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

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

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

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

14.13 Loss Payee Clause:

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

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

14.14 On account payment to OIL in case of claim

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

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

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

- i) **Workman Compensation and/ Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier’s Legal Liability Insurance:** Carrier’s Legal Liability Insurance in respect of **all CONTRACTOR’s items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

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

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

15.0 LIABILITY:

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

and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORs or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub-CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for loss or damage to the equipment of COMPANY and/or its CONTRACTORs or sub-CONTRACTORs when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 16.0** **LIMITATION OF LIABILITY:**
- a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance

Bank Guarantee(s) in terms of the contract.

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

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is

not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

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

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

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of

such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

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

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

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

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

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

- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;
- ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;
- iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
- v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

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

made in accordance with the terms hereinafter described.

- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.

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

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

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

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

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

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

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

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

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

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
- (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

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

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

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

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

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

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

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

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

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

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

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

32.0 SET-OFF:

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

money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

33.0 WITHHOLDING:

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

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

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

- 33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY

against **33.2, 33.3, 33.6 & 33.7** above.

34.0 APPLICABLE LAWS:

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

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

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

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

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

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made

there under from time to time.

- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

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

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

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

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

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

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

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

38.0 POLLUTION AND CONTAMINATION:

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

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

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/ or
- c) Any other subsurface damage or loss; and/ or

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

39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
 - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.

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

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

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

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

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

40.0 SEVERABILITY:

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

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

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

42.0 SETTLEMENT OF DISPUTES:

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

- 1) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation,

effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- 2) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- 3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
- 4) The number of arbitrators and the appointing authority will be as under:

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

- 5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- 6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- 7) Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- 8) The arbitral tribunal shall complete the proceedings, make and publish the award

within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)

- 9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
- (i) 20% of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
- 10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

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

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

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

invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter

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

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

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

42.4 Resolution of disputes through conciliation by OEC

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

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

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

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

42.5 Exclusions

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

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

dealing with bid/contract/bidder/CONTRACTOR.

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

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

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

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

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

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

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

However, COMPANY shall be at liberty to give the Receiver or Liquidator or

Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

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

parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

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

45.0 TO DETERMINE THE CONTRACT:

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

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

47.0 ERRING/DEFAULTING AGENCIES:

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

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS/SCOPE OF WORK**I. (GROUP-I)****A.0 INTRODUCTION:**

OIL INDIA LIMITED (OIL), an integrated National E&P Company, has been carrying out exploration & development activities for oil & gas since the early fifties. It is also engaged in production & transportation of crude oil & natural gas as well as production of LPG. OIL has major share of its E&P activities in Assam & Arunachal Pradesh besides activities in rest of India and abroad.

In order to boost up the level of crude oil and natural gas production through enhanced exploration and development activities, OIL intends to hire expert directional drilling services along with tools & equipment from professional company of repute for drilling of directional wells, side-track wells, re-entry wells or any other wells from kick off to target under **(Group-I)** as per below:

A.1 GROUP-I (SERVICE WITH COLLAR BASED MWD/LWD TOOLS) :

- (i) **12¼” Hole Section : (RSS + MWD Package + LWD Resistivity + Jar) - 2(two) sets** of tools and equipment including services of personnel for 12¼” hole section consisting of RSS, MWD package [consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray and Annulus Pressure & Temperature) & MWD/LWD Surface Units], Collar based (non-retrievable) LWD – Resistivity tools, Drilling Jars **on regular basis.**
- (ii) **8½” Hole Section : (RSS + MWD Package + LWD Resistivity & Density Porosity + Jar) - 2(two) sets** of tools and equipment including services of personnel for 8½” hole section consisting of RSS, MWD package [consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray, Annulus Pressure & Temperature) and MWD/LWD Surface Unit], Collar based (non-retrievable) LWD tools – (Resistivity, Neutron Porosity & Azimuthal Density with imaging & caliper), Drilling Jars **on regular basis.**
- (iii) **6” Hole Section : (POWERED RSS + MWD Package + LWD Resistivity & Density Porosity + Jar) - 1(one) set** of tools and equipment including services of personnel for 6” hole section consisting of POWERED RSS, MWD package [consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray, Annulus Pressure & Temperature) and MWD/LWD Surface Unit], Collar based (non-retrievable) LWD tools - (Resistivity, Neutron Porosity & Azimuthal Density with imaging & caliper), Drilling Jars **on Call Out basis.**

All of the above services are meant for carrying out directional drilling activity in OIL’s PEL/ML/NELP/OALP areas. OIL will provide necessary recommendatory letter for EC for the tools/equipment, spares and consumables during initial and subsequent import of required materials against the contract. However, the total amount will be limited to the CIF value as declared in the bid as per Proforma-A.

NOTE: Contractor shall provide the set of tools and equipment including services of personnel for **Group-I** as per the scope of work.

A.2 AREAS OF OPERATION:

The areas of operation will be predominantly in OIL's PEL/ML/NELP/OALP operational areas in the states of Assam and Arunachal Pradesh.

B.0 SCOPE OF WORK FOR GROUP-I

1.0 BROAD SCOPE OF WORK

OIL intends to hire a total of **04 (Four)** sets of directional tools and equipment including the services of personnel with collar based MWD/LWD system **on Regular basis** consisting of 2 (Two) independent operational sets for 12¼" hole section & 2 (Two) independent operational sets for 8½" hole section along with **01 (One)** independent set of directional tools and equipment including the services of personnel with collar based MWD/LWD system **on Call-out basis** for 6" Hole Section for drilling of Directional/Side-track/Re-entry or any other types of wells from kick-off to target along with stand-by back-up tools for its exploration and development activities in the states of Assam and Arunachal Pradesh for a period of 04 (four) years. The tools, equipment and services may also be used in vertical wells for performance drilling. Additionally, some of the tools, equipment and services meant for one size of hole section may be used in another size of hole section (if technically feasible) for effective utilization of resources at the discretion of OIL.

The Contractor shall provide the services along with all necessary tools and equipment including personnel, and carry out directional drilling operations in accordance with the Company's approved directional well plan. The approved well plan may be amended from time to time by reasonable modification as deemed fit by the Company. However, the Contractor shall be wholly responsible for rendering the services as per the scope of work under this contract.

2.0 Under the service, the Contractor shall have to provide the following services with their tools and equipment:

2.1 Collar based non- retrievable type MWD/LWD tools (Compatible with RSS/ POWERED RSS) with Positive/Continuous Mud Pulse Telemetry system shall have to be provided under this service. The Bidder should categorically confirm to this effect.

2.2 RSS/POWERED RSS, Collar based non retrievable type MWD/LWD tools and Drilling Jars to be deputed under the service should comply with the following:

- i) All down hole tools including surface units must be of recent version. These tools should either be new or recently refurbished. In case of refurbished tools, the refurbishment should not be more than 06(Six) months old. Contractor must submit relevant documents of the tools in this respect as documentary evidence at the time of mobilization of the tools. Bidder to categorically confirm the same. However, in case of brand new tools, the same will not be applicable.

- ii) In addition to the above, Contractor must submit maintenance schedule and certificates against all tools as per Contractor's policy at the time of mobilization of the tools under the Contract for scrutiny by OIL. Bidder to confirm the same.

Note: Part nos./Identification nos. must be noted in the maintenance records.

- iii) The Bidder should provide the technical literature/catalogue for all of the offered tools.
- iv) The Contractor shall submit Calibration certificates of MWD/LWD tools at the time of mobilization showing Inclination, Azimuth, Tool face and Dip angle accuracies as applicable for scrutiny by OIL. Calibration certificates for accuracy of measurement should not be more than 6(six) months old. In case, the calibration certificates are of 01 (One) year validity, the same will also be applicable, provided the certificates are valid at the time of mobilization. Bidder to confirm the same.
- v) RSS/POWERED RSS, MWD/LWD and Drilling Jar tools provided by the Contractor shall be supported with spares and service during the duration of the Contract.
- vi) Contractor has to submit relevant test certificates of the drilling jars for scrutiny by OIL at the time of mobilization of the same.
- vii) All tools/equipment and spares deployed by the Contractor should meet OIL's specified requirement.
- viii) MWD/LWD tools initially mobilized by the Contractor and any replacement thereof should be accompanied by Calibration sheets, approved by Contractors QA/QC engineers/TPI. Bidder to confirm the same.

3.0 TOOLS, EQUIPMENT & SERVICES (GROUP-I) :

The **Group-I** shall consist of the Directional Drilling Equipment as per below:

Table-1

Sl. No.	Description of Tools & Equipment	No. of Tools per Set		No. of Sets	Total No. of Tools & Equipment
		Main	Back up		
1.0	12¼" Hole Section Tools & Equipment-Regular basis			2	---
1.1	RSS & Accessories	1	1	2	4
1.2	MWD package consist of				

	i	Directional, Gamma Ray, Annulus Pressure & Temperature Tools	1	1	2	4
	ii	MWD/LWD Surface Unit	1	0	2	2
1.3		LWD-(Resistivity)	1	1	2	4
1.4		Drilling Jar (6.1/2" or 6.3/4")	1	1	2	4
2.0		8½" Hole Section Tools & Equipment-Regular basis			2	---
2.1		RSS & Accessories	1	1	2	4
2.2		MWD package consist of				
	i	Directional, Gamma Ray, Annulus Pressure & Temperature Tools	1	1	2	4
	ii	MWD/LWD Surface Unit	1	0	2	2
2.3		LWD-(Resistivity)	1	1	2	4
2.4		Drilling Jar (6.1/2" or 6.3/4")	1	1	2	4
2.5		LWD-(Neutron Porosity & Azimuthal Density with imaging & caliper)	1	1	2	4
3.0		6" Hole Section Tools & Equipment-Call Out basis			1	---
3.1		POWERED RSS with Accessories	1	1	1	2
3.2		MWD Package consist of				
	i	Directional, Gamma Ray, Annulus Pressure & Temperature Tools	1	1	1	2
	ii	MWD/LWD Surface Unit	1	0	1	1
3.3		LWD-(Resistivity)	1	1	1	2
3.4		Drilling Jar (4¾")	1	1	1	2
3.5		LWD-(Neutron Porosity & Azimuthal Density with imaging & calliper	1	1	1	2

3.1 TOOLS, EQUIPMENT & SERVICES FOR 12¼" HOLE SECTION:

- i) 2(Two) Sets of Directional Drilling Tools & Equipment consisting of RSS along with Accessories, MWD package consisting of Collar based (non-retrievable) MWD tools (with real time Directional, Gamma Ray and Annulus Pressure & Temperature tools) & MWD/LWD Surface Units, Collar based (non-retrievable) LWD-Resistivity tools, Drilling Jars and related directional tubular and accessories (NMDCs, UBHO subs, Float subs, Cross-Over subs etc. as applicable) are to be provided for drilling

of 12¼" hole section as a complete package as per Table-1 (Sl. No. 1.0, 1.1, 1.2.i, 1.2.ii, 1.3 & 1.4 on regular basis. The system should be capable of building, holding and dropping well angle and direction as per approved well plan trajectory. Also, the system with RSS should be capable of simultaneously changing azimuth and inclination in rotary drilling mode.

- ii) The MWD/LWD system should have two-way communication system i.e. real time up link and down link facility for data transmission and for sending command to the down hole tools with positive/continuous mud pulse telemetry as the primary mode of downlinking. RPM/GPM mode for Downlinking would be allowed as a secondary means only. The MWD/LWD system should be able to respond to downlink command given from surface in real time (by flow rate change using mud pumps) and perform the desired command down hole. It should transmit data from down hole to surface in real time on continuous basis. The Surface unit should be complete with necessary computers, monitors, printers, plotters etc., and other equipment as necessary to execute the job.
- iii) The Directional Drilling equipment will be put in operation from one well to another as per OIL's requirement. To ensure un-interrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should bring sufficient quantity of back up tools, equipment and spares in addition to the primary sets/quantity of tools for 12¼" hole section as defined in Table-1. Servicing of tools will be allowed at no workload period only.
- iv) **Gamma Ray & Resistivity Measurement tools:** The Gamma Ray and Resistivity tools for 12¼" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision for real time data transmission as well as for recording of Data in memory mode. Data is also to be recorded while pulling out by back reaming/with pump-on whenever required. The tools should have a temperature rating of not less than 120° C, pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).

The resistivity measurements to be carried out as per below:

- a) To be recorded in multiple frequencies and in multiple depth of investigations.
 - b) Bore-hole compensated phase & attenuation measurement systems with multiple depths of investigation.
 - c) Resistivity measurement: 0.2 to 2000 Ohm-m
 - d) Invasion Profile with curve separation.
- v) **Annulus Pressure and Temperature Measurement tools:** The Annulus Pressure and Temperature tools for 12¼" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision of real time data transmission and of recording in memory mode. The tools should work in temperature range of 120° C or more, pressure rating of 18,000psi or more and tool curvature of 6.5°/100' (Rotary) or better.
 - vi) Services of Directional Drillers to operate RSS and MWD/LWD Engineers to operate MWD/LWD tools for 12¼" hole section are to be provided for execution of directional drilling program as per Company's plan. Minimum two directional

drillers and minimum two MWD/LWD Engineers per set are required to be provided always to carry out operation on continuous basis.

- vii) The 12¼" hole section shall have to be drilled by the Contractor with the help of RSS, MWD/LWD & Drilling Jar in consultation with OIL. Phase length of the section will be around 2000m (MD) with a total displacement of around 1500m or more at sectional TD.
- viii) The RSS and MWD/LWD equipment should be best in class tools of the Contractor that are to be engaged in the business. The complete system should be able to kick-off from vertical and should be efficient to drill high angle high displacement wells of sail angle 55°-85°.

3.3 TOOLS, EQUIPMENT & SERVICES FOR 8½" HOLE SECTION:

- i) 2(Two) Sets of Directional Drilling Tools & Equipment consisting of RSS along with Accessories, MWD package consisting of Collar based (non-retrievable) MWD tools (with real time Directional, Gamma Ray and Annulus Pressure & Temperature tools) & MWD/LWD Surface Units, Collar based (non-retrievable) LWD-Resistivity, Neutron Porosity & Azimuthal Density with imaging & caliper tools, Drilling Jars and related directional tubular and accessories (NMDCs, UBHO subs, Float subs, Cross-Over subs etc. as applicable) are to be provided for drilling of 8½" hole section as a complete package as per Table-1 (Sl. No. 2.0, 2.1, 2.2.i, 2.2.ii, 2.3, 2.4 & 2.5 on regular basis. The system should be capable of building, holding and dropping well angle and direction as per approved well plan trajectory. Also, the system with RSS should be capable of simultaneously changing azimuth and inclination in rotary drilling mode.
- ii) The MWD/LWD systems for 8½" hole section should have two way communication system i.e. real time up link and down link facility with positive/continuous mud pulse telemetry as the primary mode of downlinking. RPM/GPM mode for Downlinking would be allowed as a secondary means only. The MWD/LWD system should be able to respond to downlink command given from surface in real time (by flow rate change using mud pumps) and should perform the desired command down hole. It should transmit data from down hole in real time on continuous basis. The Surface MWD/LWD unit should be complete with necessary computers, monitors, printers, plotters etc., and other equipment as necessary to execute the job.
- iii) The Directional Drilling Equipment for 8½" hole section will be put in operation from one well to another as per OIL's requirement. To ensure uninterrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should bring sufficient quantity of back up tools, equipment and spares in addition to the primary sets/quantity of tools for 8½" hole section as defined in Table-1. Servicing of tools will be allowed at no workload period only.
- iv) **Gamma Ray, Resistivity and Neutron Porosity & Azimuthal Density with imaging & caliper tools:** The Gamma Ray, Resistivity and Neutron Porosity & Azimuthal Density with imaging & caliper tools for 8½" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be

compatible with other related equipment. The tools should have provision for real time data transmission as well as for recording of Data in memory mode. Data is also to be recorded while pulling out by back reaming/with pump-on whenever required. The tools should have a temperature rating of not less than 120° C, pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).

Minimum 512 MB memory to be provided for recording purpose.

The resistivity measurements to be carried out as per below:

- a) To be recorded in multiple frequencies and in multiple depth of investigations.
- b) Bore-hole compensated phase & attenuation measurement systems with multiple depths of investigation.
- c) Resistivity measurement: 0.2 to 2000 Ohm-m
- d) Invasion Profile with curve separation.

The Neutron Porosity & Azimuthal Density measurements shall be as follows:

- a) Azimuthal Density Range = 1.8 to 2.8 gm/cc
- b) Pe = 1 to 10 units
- c) Neutron porosity = -6 to 54 P.U. or 0 to 60 P.U.
- d) Azimuthal density from four quadrant and images are to be provided as per the operational requirement with 16 BINS measurement and real time transmission at a rate of 4 BINS / 4 Sectors or more.
- e) Ultra Sonic/ Density derived Caliper Log to be provided.
- v) **Annulus Pressure and Temperature Measurement tools:** The Annulus Pressure and Temperature tools for 8½" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision of real time data transmission and of recording in memory mode. The tools should have a temperature rating of not less than 120° C and pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).
- vi) Services of Directional Drillers to operate RSS and MWD/LWD Engineers to operate MWD/LWD tools are to be provided for execution of drilling program as per Company's plan. Minimum two directional drillers and minimum two MWD/LWD Engineers per set are required to be provided always to carry out operation on continuous basis.
- vii) The 8½" hole section shall have to be drilled by the Contractor with the help of RSS, MWD/LWD, Drilling Jar etc., in consultation with the Company. Phase length of the 8½" sections will be around 1000M (MD) with a total displacement of around 2000m or more at sectional TD.
- viii) The RSS and MWD/LWD equipment should be best in class tools of the Contractor that are to be engaged in the business. The complete system should be able to kick-off from vertical and should be efficient to drill high angle high displacement wells of sail angle 55°-85°.

3.4 TOOLS, EQUIPMENT & SERVICES FOR 6" HOLE SECTION:

- i) 1(One) Set of Directional Drilling Tools & Equipment consisting of POWERED RSS along with Accessories, MWD package consisting of Collar based (non-retrievable) MWD tools (with real time Directional, Gamma Ray and Annulus Pressure & Temperature tools) & MWD/LWD Surface Units, Collar based (non-retrievable) LWD–Resistivity, Neutron Porosity & Azimuthal Density with imaging & caliper tools, Drilling Jars and related directional tubular and accessories (NMDCs, UBHO subs, Float subs, Cross-Over subs etc. as applicable) are to be provided for drilling of 6" hole section as a complete package as per Table-1 (Sl. No. 3.0, 3.1, 3.2.i, 3.2.ii, 3.3, 3.4 & 3.5 **on Call Out basis**. The system should be capable of building, holding and dropping well angle and direction as per approved well plan trajectory. Also, the system with POWERED RSS should be capable of simultaneously changing azimuth and inclination in rotary drilling mode.
- ii) The MWD/LWD systems for 6" hole section should have two way communication system i.e. real time up link and down link facility with positive/continuous mud pulse telemetry as the primary mode of downlinking. RPM/GPM mode for Downlinking would be allowed as a secondary means only. The MWD/LWD system should be able to respond to downlink command given from surface in real time and should perform the desired command down hole. It should transmit data from down hole in real time on continuous basis. The Surface MWD/LWD unit should be complete with necessary computers, monitors, printers, plotters etc., and other equipment as necessary to execute the job.
- iii) The Directional Drilling Equipment for 6" hole section will be put in operation from one well to another as per OIL's requirement. To ensure uninterrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should bring sufficient quantity of back up tools, equipment and spares in addition to the primary sets/quantity of tools for 6" hole section as defined in Table-1. Servicing of tools will be allowed at no workload period only.
- iv) **Gamma Ray, Resistivity and Neutron Porosity & Azimuthal Density with imaging & caliper tools:** The Gamma Ray, Resistivity and Neutron Porosity & Azimuthal Density with imaging & caliper tools for 6" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision for real time data transmission as well as for recording of Data in memory mode. Data is also to be recorded while pulling out by back reaming/with pump-on whenever required. The tools should have a temperature rating of not less than 120° C, pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).

Minimum 512 MB memory to be provided for recording purpose.

The resistivity measurements to be carried out as per below:

- a) To be recorded in multiple frequencies and in multiple depth of investigations.
- b) Bore-hole compensated phase & attenuation measurement systems with multiple depths of investigation.

- c) Resistivity measurement: 0.2 to 2000 Ohm-m
- d) Invasion Profile with curve separation.

The Neutron Porosity & Azimuthal Density measurements shall be as follows:

- a) Azimuthal Density Range = 1.8 to 2.8 gm/cc
 - b) Pe = 1 to 10 units
 - c) Neutron porosity = -6 to 54 P.U. or 0 to 60 P.U.
 - d) Azimuthal density from four quadrant and images are to be provided as per the operational requirement with 16 BINS measurement and real time transmission at a rate of 4 BINS / 4 Sectors or more.
 - e) Ultra Sonic/ Density derived Caliper Log to be provided.
- v) **Annulus Pressure and Temperature Measurement tools:** The Annulus Pressure and Temperature tools for 6" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision of real time data transmission and of recording in memory mode. The tools should have a temperature rating of not less than 120° C and pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).
- vi) Services of Directional Drillers to operate POWERED RSS and MWD/LWD Engineers to operate MWD/LWD tools are to be provided for execution of drilling program as per Company's plan. Minimum two directional drillers and minimum two MWD/LWD Engineers are required to be provided always to carry out operation on continuous basis.
- vii) The 6" hole section shall have to be drilled by the Contractor with the help of POWERED RSS, MWD/LWD, Drilling Jar etc., in consultation with the Company. Phase length of the 6" sections will be around 800m (MD) with a total displacement of around 2300m or more at sectional TD.
- viii) The POWERED RSS and MWD/LWD equipment should be best in class tools of the Contractor that are to be engaged in the business. The complete system should be able to kick-off from vertical and should be efficient to drill high angle high displacement wells of sail angle 55°-85°.
- 4.0** Contractor to ensure that at least 1(one) back-up tool/Equipment in working condition is always available against the main tool/equipment. If, in the event of breakdown of any of the main tool(s)/equipment, it is found that back up tool(s)/equipment in working condition is/are not available, then Zero rate will be applicable immediately from the moment any tool(s)/equipment failure is/are detected in operation, as defined in clause no. 8.0 under schedule of rates. Additionally, penalty @ 100% of Operating rate of the faulty tool(s)/equipment will be levied over and above the Zero rate from the start of the waiting period at surface till the replacement/back up tool(s)/equipment is/are available at site.

5.0 Contractor shall provide RSS/POWERED RSS, Drilling Jars and Collar based non-

retrievable type MWD/LWD tools with MTBF (Mean-time Between Failure) exceeding 1000 hrs.

NOTE: Bidders to note that Company (OIL) at its discretion shall have the right to use the tool/tools as per the requirement of OIL of the service for a particular section independently at any point of time during the course of the contract, depending on its requirement as decided by Company.

6.0 The Contractor is required to comply with following specified requirements:

- i) To provide all cross-over subs required between Contractor's BHA to Company's drill string. Any other additional cross-over sub(s) required for Contractor's BHA is/are to be identified and furnished by the Contractor. Drill Strings are available with "OIL" for Drilling of 17½", 12¼", 8½" & 6" hole sections. The details of the drill strings are furnished in **Annexure-B**.
- ii) To provide the 5"/ 3½" Drill Pipe Screen, Safety clamps for Contractor's BHA, backup tools/equipment with sufficient spares & consumables.
- iii) To provide 02 nos. of lifting sub with 4½" IF/ 3½" IF connection each and provision for accommodating strainer against each size of NMDC for conducting Surface test.
- iv) *The length of NMDCs should be preferably about 30 feet.*
- v) To provide detailed specification of tools/equipment/sensors along with relevant catalogues and also all the features available in their MWD system. The Contractor should also indicate the limitations of their tools/sensors such as temperature, pressure and discharge limitations with ability to pump LCM materials in Mud Loss conditions through the tool and accordingly the equipment & sensor must perform.
- vi) The Contractor shall keep fishing tools including spares required for Contractor's nonstandard equipment/tools, if any.
- vii) The minimum drift diameter of Hydro-Mechanical/Hydraulic Jar for 8½" Hole should not be less than 2½".
- viii) Contractor must ensure that all surface equipment including Contractors' bunk houses must be as per safety guidelines.
- ix) Any Bidder not quoting for all of the services as per the Scope of work will be considered non responsive and their bids shall be rejected.

7.0 DETAILS OF EQUIPMENT & SERVICES REQUIREMENT:

The Contractor shall provide the following services against each of the 5 (Five) independent sets of services (4 – regular & 1 – on callout basis), as applicable:

- (i) **Well Planning Services:**

Company will design the well trajectory and share the same along with other relevant data with the Contractor. Contractor shall accept the plan and carry out directional drilling accordingly. However, Contractor may review the Company's plan at their end and suggest anticipated Torque & Drag issues, Hydraulics requirement and Anti-collision issues. If required, Company may review the well plan in consultation with the Contractor to sort out any kind of well trajectory related issues. In that case, the re-viewed plan must be accepted by the Contractor. Thereafter, it shall be the responsibility of the Contractor to maintain the well profile of the hole as per the approved plan from kick off point till target depth of a particular section is reached.

Contractor shall design at their end the Well Trajectory, Torque & Drag, Hydraulics, Anti-collision, proposed BHA etc., with their latest directional software and share the same for the particular hole section of a directional well during actual drilling.

Bidder shall submit end of Well Report after completion of the assigned Section/Well in hard as well soft copies (.pdf format).

(ii) **MWD equipment and Services:**

- a) The Contractor shall provide 1 (one) complete set of collar based (non-retrievable) MWD System against each of the 5 (Five) sets. The collar based (non-retrievable) MWD tools should be collar specific, i.e. for different collar sizes, outside diameter of sensors are different except of directional sensor. All sensors (except Directional Sensor) of MWD tool should be shrink fitted or part of the collar. Rate of data transmission should be more than 02(two) bits per second. The bore must be empty with no probe except for the directional part. Mud must be able to pass through the inserts (i.e. Battery pack, Gamma pack, Electronics, etc.) at flow rates of 600-1200 GPM or better. MWD tools with same size of probe fixed mechanically (fixed collar/collar mounted) for different collar sizes are not to be considered as collar based tools. Probe based tools are not acceptable.
- b) The MWD system should be based on positive/continuous pulse, mud telemetry for drilling (12¼", 8½" & 6") hole as per requirement of OIL provided in the MWD specifications in **Annexure-C (I)**, along with cross-over subs, Non Magnetic Drill Collars, Float Subs – if required with all sets of electronic packages, surface computers and other accessories required for continuous real time monitoring of tool face, inclination, direction (azimuth), gamma and annulus pressure & temperature while drilling (12¼", 8½" & 6") hole. The annulus pressure & temperature measurement shall be as per requirement of OIL provided in **Annexure-H (I)**. Contractor will have to maintain sufficient back up tools & spares to meet contingent situation like Lost-in-Hole/Tool-failure etc. However, 30(thirty) days time shall be allowed for mobilization of replacement tool(s) in case of LIH.
- c) Contractor shall provide Gamma Ray Tool compatible with the offered MWD system. Contractor shall provide the Company with Gamma Vs True Vertical Depth and Measured Well Depth. The Gamma Ray measurement shall be as per requirement of OIL provided in **Annexure-C (I)**. Contractor will maintain sufficient back up tools & spares to meet contingent situation like Lost in

Hole/Tool failure etc.

- d) Contractor shall provide MWD (Measurement While Drilling) System, based on mud pulse telemetry, Positive/Continuous Pulse system, with MTBF (Mean-time Between Failure) exceeding 1000 hrs. Bidder to confirm that MTBF certificate from TPI will be submitted before mobilization.

NOTE:

- 1) All the MWD/LWD tools should be able to interface with each other and facilitate 2-way communication & integration of data and commands.
- 2) Contractor to provide additional NMDC if required for MWD/LWD survey accuracy.

(iii) **Surface Equipment:**

Surface MWD/LWD unit with computers/printers accessories to record and print real time data with necessary transducers and connections to work with rig power supply 220 volts, 50 Hz./415V AC, 3-Phase, 3 wire as per requirement of OIL as stated in **Annexure-A(I)** (Bidder to fill up the Annexure). System should also have following features:

- (a) Record data like angle, azimuth and tool face and transmit it to surface with rig floor display. System should have features for dynamic tool face recording when drilling with RSS.
- (b) System should be able to record stand pipe pressure, weight on bit, rotary RPM and Rate of penetration with depth counter facility.
- (c) Record bottom hole annulus pressure measurements, temperature, stick slip, shock and vibrations.
- (d) Record resistivity, neutron porosity and display real time azimuthal density with imaging caliper.
- (e) Record and print real time API Gamma, Resistivity and Annulus Pressure & Temperature measurement & LWD measurement with measured depth.
- (f) Record and print real time API Gamma, Resistivity and Annulus Pressure & Temperature measurement & LWD measurement with TVD.

NOTE: The MWD/LWD Surface Unit (Work station) should come with minimum 150m of 3-Phase power cables for cluster locations. Contractors are required to give an Electrical Test Certificate for the Surface unit & Bunks prior to powering of the unit by OIL. Contractors to confirm to provide the same.

(iv) **LWD Equipment along with Services :**

Contractor shall provide Resistivity & Density-Porosity tool compatible with the offered MWD system for (12.¼", 8.½" & 6") hole. The surface system for Resistivity, Density-Porosity and MWD with Gamma and annulus pressure & temperature should be same. The Resistivity & Density-Porosity services will be used along with MWD for enhancing the accuracy in well placement. Further, LWD may be used for recording real-time data in the other wells also as per OIL's requirement and the service provider will be compensated as per the quoted rates. Contractor shall

provide the Company with Resistivity, Gamma, Density-Porosity (including density images) Log Vs True Vertical Depth and Measured Well Depth for reservoir boundary identification. The Resistivity measurement shall be as per requirement of OIL provided in **Annexure-G (I)** and Density-Porosity measurement shall be as per requirement of OIL provided in **Annexure-N (I)**. Contractor will maintain sufficient back up tools & spares to meet contingent situation like Lost in Hole / Tool failure etc.

NOTE: The MWD & LWD tools should be able to interface with Rotary Steerable System and facilitate 2-way communication & integration of data and commands.

v) **Stabilizers:**

1. Stabilizers for 12¼" Hole section: 2(two) nos. each of 12" and 11¾" string stabilizer with 6⅝" API Reg box-pin connection, 7¾"/8" OD fishing neck and 2¹³/₁₆"/3" ID for each set.
2. Stabilizers for 8½" Hole section: 2(two) nos. each of 8¼" and 8" string stabilizer with 4"IF/4½"IF box-pin connection, 6½"/6¾" OD fishing neck and 2¹³/₁₆"/3" ID for each set.
3. Stabilizers for 6" Hole section: 2(two) nos. each of 5¾" and 5½" string stabilizer with 3½"IF box-pin connection, 4¾" OD fishing neck and 2¼" ID for each set.

NOTE:

- 1) All the above stabilizers must be of integral blade design with 3(three) or 4(four) slight spiral blades of sufficient blade length and double tapered at both leading and trailing ends. Stabilizers should have sufficient opening/annular clearance with taper blade on stabilizer body.
- 2) Above stabilizers may be used independently for making rotary assemblies for drilling/cleanout trips in case of requirement.

vi) **Drilling Jars and Services:**

The Contractor shall provide Hydro-mechanical/Hydraulic Drilling jars to withstand the rugged abuse and demanding application with up/down stroke mechanism, minimum stroke length as per requirement of OIL provided in **Annexure-E (I)**, for 12¼", 8½" & 6" hole sizes. The Jars should be from any of the reputed manufacturers as given in the list under clause 9.0 only.

(vii) **ROTARY STEERABLE SYSTEM along with Services:**

The Contractor shall provide **ROTARY STEERABLE SYSTEM** with all accessories as per **Annexure-L (I)** for 12¼" and 8½" hole sizes. The directional drillers are required to operate the RSS and drill the hole as per Company's approved well plan. The RSS should have API rotary shoulder connections. RSS should be capable of simultaneously changing azimuth and inclination in rotary drilling mode.

Note:

RSS should be from any of the reputed manufacturers as given in the list under clause 9.0 only.

(viii) POWERED RSS along with Services:

The Contractor shall provide **POWERED RSS** with all accessories as per **Annexure-M (I)** for 6" hole size (Call out set). The directional drillers are required to operate the **POWERED RSS** and drill the hole as per Company's approved well plan. The **POWERED RSS** should have API rotary shoulder connections. **POWERED RSS** should be capable of simultaneously changing azimuth and inclination in rotary drilling mode.

ix) Real Time Data Monitoring Services:

Real Time Data Monitoring Services at rig site as well as at Company's base office in Duliajan for 24x7 monitoring of Directional Drilling Operation to be provided both in desktop version and in mobile app. All logs of MWD/LWD tools and drilling mechanics, i.e., Gamma, Resistivity, ROP, Temp, ECD, Survey, RPM, WOB, SPP, Flow, Hook load curve etc. should be available in the system. No additional charges will be payable for this service.

Note: Contractor has to sign a confidentiality & non-disclosure agreement.

8.0 PERSONNEL:

Bidder shall confirm to provide qualified and experienced personnel under the following categories for running the well operation of OIL on round the clock basis:

- i) Directional Driller: Minimum 2 (two) nos. per set. Total: 10 (Ten) nos. (minimum) for 5 (Five) sets including the 6" Call out set.
- ii) MWD/LWD Engineer: Minimum 2 (two) nos. per set. Total: 10 (Ten) nos. (minimum) for 5 (Five) sets including the 6" Call out set.
- iii) Base Co-ordinator: Minimum 1 (one) no.

NOTE:

a) Maximum age for Directional Driller, MWD/LWD Engineer and Base Co-ordinator should not exceed 56 years as on the date of commencement of the contract.

b) The Directional Drillers and MWD/LWD Engineers should be a Graduate/Diploma in Engineering or Post Graduate in Science Discipline (Geology/Petroleum Geology).

c) The Directional Drillers and MWD/LWD Engineers should have an overall experience of at least 03 years for Graduate Engineer, 04 years for Post Graduate in Science Discipline (Geology/Petroleum Geology) and 05 years for Diploma Engineer in relevant field.

d) Bidder has to submit an undertaking to provide the required experienced manpower in the prescribed format in **Annexure – DD (I)**.

The details of Personnel are given below:

i) **Directional Driller:**

Contractor shall depute minimum 02(two) numbers of qualified Directional Drillers having minimum required years of relevant experience and having drilled at least 10 (ten) numbers of directional wells independently with RSS-MWD-LWD-JAR in combination per set. The Directional Drillers will be working independently (12 hour shift) on a suitable ON/OFF day rotation basis at the rig site and should be able to execute the job of high angle-high displacement or side track wells or any other well from kick off to target on continuous basis. They should have complete knowledge of the job from planning to execution along with associated calculations and decision making so that they can perform the job independently. However, in case of operational problems, OIL's decision will be final.

The Directional Drillers will work in close liaison with OIL Engineers on the Rig/base. They should be fluent in speaking and writing English language. Directional drillers should be conversant with the job assigned and should have complete knowledge of the tools and equipment of the Contractor. Directional drillers of the Contractor shall assist OIL technically during round trip and clean out trips after completion of sectional TD. However, OIL reserves the right to modify its requirement of on-site Directional Drillers anytime.

NOTE: Particulars of the directional drillers must be submitted in the format **ANNEXURE – EE** to OIL for approval prior to deployment at well site.

(ii) **MWD/LWD Engineer:**

Contractor shall depute minimum 02 (two) nos. of qualified and experienced MWD/LWD Engineers having minimum required years of relevant field experience and having drilled at least 10 (ten) numbers of directional wells independently per set for OIL's operation. The MWD/LWD Engineers will be required to work independently on a suitable ON/OFF day rotation and 12-hour shift basis at the rig site as per plan given by OIL. The engineers must be fluent in written and spoken English.

The MWD/LWD Engineers will be responsible including but not limited to the following:

- a) Prepare Logging plan and program, timely delivery of quality data logs, LAS, DLIS as per Scope of Work. OIL reserves the right to use the resistivity tool in the sail angle or pilot hole option also.
- b) Run, maintain and manage the MWD/LWD tools and unit.
- c) Prepare daily reports of major real time observations and annotation of markers as defined by Company Geologist.

NOTE: Particulars of MWD/LWD engineers must be submitted in the format **ANNEXURE – EE** to OIL for approval prior to deployment at well site.

(iii) Base Coordinator:

The Contractor shall depute an experienced Base Coordinator at the Company's base in Duliajan, having minimum 5(five) years of relevant field experience for the entire duration of the Contract for smooth execution of the project. The personnel should have good knowledge of the tools, equipment and services being offered by the Contractor and should visit the Company's office regularly. The Base Manager should be capable of instructing the field Directional Drilling/MWD-LWD teams on drilling operations in a practical drilling environment. Suitable replacement should be provided if he is absent for more than 3(three) days. Base coordinator shall be well informed about status of contractor's equipment and any other subject relevant to agreement of the Contract. Company may seek for replacement in short notice if any deficiency is observed on his part. The Base Coordinator shall be responsible including but not limited to the following:

- i) Supervise and coordinate all operations throughout the duration of the Contract.
- ii) Interact with Company's Drilling Engineers and Geo-Scientist.
- iii) Conceptualize subsurface objectives and issues.
- iv) Conversant in Drilling Engineering and Directional well planning areas and act as an effective interface with the broader drilling discipline.
- v) Responsible for Logistics management of tools, equipment, materials and personnel related to the Contract, including customs and immigration clearance, transport and inspection.
- vi) Responsible for keeping Contractor's tools and equipment in good working condition with regular maintenance with the help of his other office/ repair facilities.
- vii) Administration of the Contractor's day to day affairs under the Contract.
- viii) Responsible for preparing, checking and submitting the invoices to the Company.
- ix) Shall be available for consultation at all times for the entire duration of the contract period.

Note: Base coordinator shall be nominated with CV for approval from OIL before commencement of contract and subsequent replacement shall be informed in advance. Any temporary replacement against Base Coordinator should also have the same experience as of the Base Coordinator and CV of that personnel should be approved from the Company prior to deployment.

NOTE:

- 1) The Contractor will have to submit the Bio-Data of personnel proposed to be deployed for all the services mentioned under scope of work prior to deployment for OIL's approval. The following documents should accompany the Bio Data for approval:

- Educational Qualification certificate
 - Service Tickets of prior deployment with signature of Operator to be provided.
 - Proof of work experience for last 03/04/05 years, as applicable.
 - Valid Police Verification certificate
- 2) All charges for personnel are included in Tool Operating, Rental or Stand by charges. No separate charges shall be payable for the personnel being deployed.
- 3) MWD/LWD Engineers, Directional Drillers and Base Manager should be an employee/consultant appointed by the Contractor. Necessary documents in this regard to be submitted prior to deployment for OIL's approval. In case, the personnel is newly recruited in the organization, necessary documents including appointment letters supporting the previous experience criteria should have to be submitted for approval. In case, the personnel is newly recruited in the organization, at least 02(two) no. of personnel reference with email id, mobile no. etc of the previous employer to be provided in the CV for his previous experience.
- 4) MWD/LWD engineers should have the competency for handling and supervision of radioactive tools.
- 5) Company reserves the right to instruct for removal of any of the Contractor's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The cost of replacement of such personnel will be fully on the Contractor's account and the Contractor shall have to replace this/these personnel within 10(ten) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to OIL for approval prior to their engagement.
- 6) In case of non-availability of Directional Driller or MWD/LWD engineer during operation, penalty will be levied at the rate of 10% of the ODR rate of the RSS/POWERED RSS of the respective section. In case of non-availability of Base Manager, penalty will be levied at the rate of 10% of the ODR rate of the RSS/POWERED RSS of the section whichever is higher.
- (iv) **Organizational Structure:** Contractor shall provide the organizational structure for executing the project. Composition of the team and number of personnel will be reviewed by OIL and modified as per requirement.

9.0 APPROVED LIST OF MAKES FOR TOOLS/EQUIPMENT & SERVICES:

The Contractor shall provide RSS and Drilling Jars from any of the makes of shortlisted Manufacturers as given below. Equipment of makes other than the Manufacturers shortlisted below for RSS and Drilling Jars will not be acceptable.

APPROVED LIST OF MAKES**A. RSS**

- i) Schlumberger
- ii) Halliburton
- iii) Weatherford
- iv) Baker Hughes

B. Drilling Jar:

- i) Houston Engineers
- ii) Weatherford
- iii) NOV (Griffith)
- iv) Bowen
- v) Schlumberger
- vi) Halliburton
- vii) ITS
- viii) Any other OIL approved manufacturer for the approved size.

10.0 HIRING OF ADDITIONAL SETS OF EQUIPMENT & SERVICES:

During the currency of the contract OIL may decide to hire additional set/s of tools and equipment including personnel as per requirement under the same terms and conditions stipulated in this tender/contract with mutually agreed rates, but with a rate not higher than the originally quoted rate. Under such condition, successful Bidder will be bound to provide the desired services.

Mobilization of additional set/s of tools and equipment including personnel will be as per "Special Conditions of Contract" in Section - III , Clause No. 2.0(i)(I).

11.0 GEOLOGY & RESERVOIR INFORMATION:

Geological and reservoir information of the few fields where the proposed directional wells shall be drilled are furnished below. However, the Services may be deployed also in fields other than the below mentioned ones at the discretion of OIL.

11.1 Makum and North-Hapjan Barail 4th+5th Sand:

- a) Formation: Barail fluvio-deltaic clastic sediments of Oligocene age (Tertiary).
- b) Lithology: The reservoir is located in the arenaceous section of the Barail Formation which consists predominantly of sandstones with minor laterally impersistent shale interbeds and is overlain by an argillaceous section (about 100m).
- c) Reservoir pressure:
 - i) Initial: 265.5 ksc at 2544.56 m SS (2636 m bd, Datum: 91.445 m asl).
 - ii) Current: 255 ksc at 2544.56 m SS (2636 m bd, Datum: 91.445 m asl)
- d) Bottom hole temperature = 72-102° C
- e) Pore Pressure: In the sedimentary column above the target reservoir is hydrostatic.
- f) Average depth to reservoir = 2546.1 m SS (2637.5 mbd, Datum: 91.44 masl)
- g) Original oil-water contact = 2568.6 m SS (2660.0 m bd, Datum: 91.44 masl)
- h) Original gas-oil contact = 2523.6 m SS (2615.0 m bd, Datum: 91.44 m asl)
- i) Net thickness of oil zone expected to be encountered: 25m (approx)

- j) Presence of gas cap encountered in the crestal part of the structure. (Not tested)
- k) Weighted average porosity = (Makum -25%, North Hapjan -20%).
- l) Average ground level elevation =125 m asl.
- m) Stratigraphic column encountered in the area: As given below

Sl	Horizon	Age	Lithology	Thickness (m)
1	Alluvium	Pleistocene to Recent	Medium to coarse grained unconsolidated sands with occasional bands of clay	1825
2	Girujan	Pliocene	Buff, red and green mottled clay with bands of fine-grained sandstone	150
3	Tipam	Miocene	Medium grained sandstone with bands of bluish-gray to bluish shale	550
4	Barail	Argillaceous Oligocene	Mainly mudstone and occasional fine grained argillaceous sandstone with thin bands of carbonaceous shale and coal	120
5	Barail	Arenaceous	Mainly consists of sandstone interbedded with streaks of laterally impersistent shales	650

11.2 Barekuri Field:

The hydrocarbon prospects of the Barekuri field are confined to Paleocene/Lower Eocene and average depth of the reservoir is around 3740 m below MSL. So far, majority of the wells drilled in this structure are oil producers and the current rate of production is approximately 1000 m³/day with very negligible water cut. The initial reservoir pressure is 428.5 kg/cm² and the current reservoir pressure is around 428.0 kg/cm².

11.3 Baghjan Field:

The main multi-stacked hydrocarbon bearing horizons are confined to the Palaeocene / Lower Eocene sandstone reservoirs. From the drilling wells completed so far in the Baghjan structure, the reservoir pressure was found to be around 422.6 Ksc which is 50 Ksc above hydrostatic. The depth to Basement in the Baghjan area is around 3910 m below MSL and average depth of the reservoir is around 3700 - 3800 m below MSL. The area has been covered by 3D seismic survey.

11.4 Deohal-Lohali Structure:

The Deohal-Lohali structures at the Barail level is a composite faulted anticlinal structure which is compartmentalized into three fault blocks viz. Lohali, Deohal and East Deohal by two north-south trending faults and is bounded by a common major EW to ENE-WSW trending fault towards the south. The Deohal and the East Deohal blocks are the central and eastern fault blocks of the area with an aerial extent of around 19 sq km at Barail Third Sand level. The Barail Third Sand is the primary reservoir within the Barail formation of the area and has been established as NAG reservoir. The average depth of the reservoir is around 2600m below MSL. Few of the wells drilled in this area were completed as gas producers from Barail Third Sand. The initial reservoir pressure was 250.7 kg/cm² and the current reservoir pressure is around 240 kg/cm².

12.0 PROJECTION PARAMETERS:

Reference spheroid for local projection = WGS 84
Projection system: Lambert Tangential.

II. (GROUP-II)

A.0 INTRODUCTION:

OIL INDIA LIMITED (OIL), an integrated National E&P Company, has been carrying out exploration & development activities for oil & gas since the early fifties. It is also engaged in production & transportation of crude oil & natural gas as well as production of LPG. OIL has major share of its E&P activities in Assam & Arunachal Pradesh besides activities in rest of India and abroad.

In order to boost up the level of crude oil and natural gas production through enhanced exploration and development activities, OIL intends to hire expert directional drilling services along with tools & equipment from professional company of repute for drilling of directional wells, side-track wells, re-entry wells or any other wells from kick off to target under **(Group-II)** as per below:

A.1 GROUP-II (SERVICE WITH COLLAR BASED MWD/LWD TOOLS) :

- (i) **17½” Hole Section : (SDMM + MWD Package + Jar) - 2 (two) sets** of tools and equipment including services of personnel for 17½” hole section consisting of SDMMs, MWD package [consisting of Collar based (non-retrievable) MWD tools (Directional & Gamma Ray) and MWD Surface Units], Drilling Jars **on regular basis.**
- (ii) **12¼” Hole Section : (SDMM + MWD Package + LWD Resistivity + Jar) - 1(one) set** of tools and equipment including services of personnel for 12¼” hole section consisting of SDMMs, MWD package [consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray and Annulus Pressure & Temperature) & MWD/LWD Surface Units], Collar based (non-retrievable) LWD – Resistivity tools, Drilling Jars **on regular basis.**
- (iii) **8½” Hole Section : (SDMM + MWD Package + LWD Resistivity + Jar) -**

1(one) set of tools and equipment including services of personnel for 8½” hole section consisting of SDMMs, MWD package [consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray, Annulus Pressure & Temperature) and MWD/LWD Surface Units], Collar based (non-retrievable) LWD – Resistivity tools, Drilling Jars **on regular basis**.

All of the above services are meant for carrying out directional drilling activity in OIL’s PEL/ML/NELP/OALP areas. OIL will provide necessary recommendatory letter for EC for the tools/equipment, spares and consumables during initial and subsequent import of required materials against the contract. However, the total amount will be limited to the CIF value as declared in the bid as per Proforma-A.

NOTE: Contractor shall provide the set of tools and equipment including services of personnel for **Group-II** as per the scope of work.

A.2 AREAS OF OPERATION:

The areas of operation will be predominantly in OIL’s PEL/ML/NELP/OALP operational areas in the states of Assam and Arunachal Pradesh.

B.0 SCOPE OF WORK FOR GROUP-II

1.0 BROAD SCOPE OF WORK

OIL intends to hire a total of **04 (Four)** sets of directional tools and equipment including the services of personnel with collar based MWD/LWD system **on Regular basis** consisting of 2 (Two) independent operational sets for 17½” hole section, 1 (One) independent operational set for 12¼” hole section & 1 (One) independent operational set for 8½” hole section for drilling of Directional/Side-track/Re-entry or any other types of wells from kick-off to target along with stand-by back-up tools for its exploration and development activities in the states of Assam and Arunachal Pradesh for a period of 04 (four) years. The tools, equipment and services may also be used in vertical wells for performance drilling. Additionally, some of the tools, equipment and services meant for one size of hole section may be used in another size of hole section (if technically feasible) for effective utilization of resources at the discretion of OIL.

The Contractor shall provide the services along with all necessary tools and equipment including personnel, and carry out directional drilling operations in accordance with the Company’s approved directional well plan. The approved well plan may be amended from time to time by reasonable modification as deemed fit by the Company. However, the Contractor shall be wholly responsible for rendering the services as per the scope of work under this contract.

2.0 Under the service, the Contractor shall have to provide the following services with their tools and equipment:

2.1 Collar based non- retrievable type MWD/LWD tools (Compatible with SDMM) with Positive/Continuous Mud Pulse Telemetry system shall have to be provided under this service. The Bidder should categorically confirm to this effect.

2.2 SDMM, Collar based non retrievable type MWD/LWD tools and Drilling Jars to be deputed under the service should comply with the following:

- i) All down hole tools including surface units must be of recent version. These tools should either be new or recently refurbished. In case of refurbished tools, the refurbishment should not be more than 06(Six) months old. Contractor must submit relevant documents of the tools in this respect as documentary evidence at the time of mobilization of the tools. Bidder to categorically confirm the same. However, in case of brand new tools, the same will not be applicable.
- ii) In addition to the above, Contractor must submit maintenance schedule and certificates against all tools as per Contractor's policy at the time of mobilization of the tools under the Contract for scrutiny by OIL. Bidder to confirm the same.

Note: Part nos./Identification nos. must be noted in the maintenance records.

- iii) The Bidder should provide the technical literature/catalogue for all of the offered tools.
- iv) The Contractor shall submit Calibration certificates of MWD/LWD tools at the time of mobilization showing Inclination, Azimuth, Tool face and Dip angle accuracies as applicable for scrutiny by OIL. Calibration certificates for accuracy of measurement should not be more than 6(six) months old. In case, the calibration certificates are of 01 (One) year validity , the same will also be applicable, provided the certificates are valid at the time of mobilization. Bidder to confirm the same.
- v) SDMM, MWD/LWD and Drilling Jar tools provided by the Contractor shall be supported with spares and service during the duration of the Contract.
- vi) Contractor has to submit relevant test certificates of the drilling jars for scrutiny by OIL at the time of mobilization of the same.
- vii) All tools/equipment and spares deployed by the Contractor should meet OIL's specified requirement.
- viii) MWD/LWD tools initially mobilized by the Contractor and any replacement thereof should be accompanied by Calibration sheets, approved by Contractors QA/QC engineers/TPI. Bidder to confirm the same.

3.0 TOOLS, EQUIPMENT & SERVICES :

The **Group-II** shall consist of the Directional Drilling Equipment as per below:

Table-2

Sl. No.		Description of Tools & Equipment	No. of Tools per Set		No. of Sets	Total No. of Tools & Equipment
			Main	Back up		
1.0		17½” Hole Section Tools & Equipment-Regular basis			2	---
1.1		SDMM with Stabilizers & Accessories	1	1	2	4
1.2	MWD package consist of					
	i	Directional & Gamma Ray	1	1	2	4
	ii	MWD Surface Unit	1	0	2	2
1.3		Drilling Jar (7.3/4” or 8” size)	1	1	2	4
2.0		12¼” Hole Section Tools & Equipment-Regular basis			1	---
2.1		SDMM with Stabilizers & Accessories	1	1	1	2
2.2	MWD package consist of					
	i	Directional, Gamma Ray, Annulus Pressure & Temperature Tools	1	1	1	2
	ii	MWD/LWD Surface Unit	1	0	1	1
2.3		LWD-(Resistivity)	1	1	1	2
2.4		Drilling Jar (6.1/2” or 6.3/4”)	1	1	1	2
3.0		8½” Hole Section Tools & Equipment-Regular basis			1	---
3.1		SDMM with Stabilizers & Accessories	1	1	1	2
3.2	MWD package consist of					

	i	Directional, Gamma Ray, Annulus Pressure & Temperature Tools	1	1	1	2
	ii	MWD/LWD Surface Unit	1	0	1	1
3.3		LWD-(Resistivity)	1	1	1	2
3.4		Drilling Jar (6.1/2" or 6.3/4")	1	1	1	2

3.1 TOOLS, EQUIPMENT & SERVICES FOR 17½" HOLE SECTION:

- i) 2(Two) Sets of Directional Drilling Tools & Equipment consisting of SDMMs with Stabilizers & Accessories, MWD package [consisting of Collar based (non-retrievable) MWD tools (with real time Directional, Gamma Ray) and MWD Surface Unit], Drilling Jars and related directional tubular and accessories (NMDCs, UBHO subs, Float subs, Cross-Over subs etc. as applicable) are to be provided for drilling of 17½" hole section as a complete package as per Table-2 (Sl. No. 1.0, 1.1, 1.2.i, 1.2.ii & 1.3) on regular basis. The complete system should be capable of building, holding and dropping well angle and direction as per approved well plan trajectory.
- ii) The MWD system should have two-way communication system i.e. real time up link and down link facility for data transmission and for sending command to the down hole tools with positive/Continuous mud pulse telemetry as the primary mode of downlinking. RPM/GPM mode for Downlinking would be allowed as a secondary means only. The MWD system should be able to respond to downlink command given from surface in real time (by flow rate change using mud pumps) and perform the desired command down hole. It should transmit data from down hole to surface in real time on continuous basis. The Surface unit should be complete with necessary computers, monitors, printers, plotters etc., and other equipment as necessary to execute the job.
- iii) The Directional Drilling equipment will be put in operation from one well to another as per OIL's requirement. To ensure un-interrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should bring sufficient quantity of back up tools, equipment and spares in addition to the primary sets/quantity of tools for 17½" hole section as defined in Table-2. Servicing of tools will be allowed at no workload period only.
- iv) **Gamma Ray tools:** The Gamma Ray tools for 17½" hole section should be combinable or an integrated part of the MWD tool system and should be compatible with other related equipment. The tools should have provision for real time data transmission as well as for recording of Data in memory mode. Data is also to be recorded while pulling out by back reaming/with pump-on whenever required. The tools should have a temperature rating of not less than 120° C, pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).
- v) Services of Directional Drillers to operate SDMMs and MWD Engineers to operate MWD tools for 17½" hole section are to be provided for execution of directional

drilling program as per Company's plan. Minimum two directional drillers and minimum two MWD Engineers per set are required to be provided always to carry out operation on continuous basis.

- vi) The 17½" hole section shall have to be drilled by the Contractor with the help of SDMM, MWD and Drilling Jar in consultation with OIL. Phase length of the 17½" sections may be around 2000M (MD) with a total displacement of around 600m or more at sectional TD.
- vii) The SDMM and MWD equipment should be best in class tools of the Contractor that are to be engaged in the business. The complete system should be able to kick-off from vertical and should be efficient to drill high angle high displacement wells of sail angle 55°-85°.

3.2 TOOLS, EQUIPMENT & SERVICES FOR 12¼" HOLE SECTION:

- i) 1(One) Set of Directional Drilling Tools & Equipment consisting of SDMMs along with Stabilizers & Accessories, MWD package consisting of Collar based (non-retrievable) MWD tools (with real time Directional, Gamma Ray and Annulus Pressure & Temperature tools) & MWD/LWD Surface Units, Collar based (non-retrievable) LWD-Resistivity tools, Drilling Jars and related directional tubular and accessories (NMDCs, UBHO subs, Float subs, Cross-Over subs etc. as applicable) are to be provided for drilling of 12¼" hole section as a complete package as per Table-2 (Sl. No. 2.0, 2.1, 2.2.i, 2.2.ii, 2.3 & 2.4 on regular basis. The complete system should be capable of building, holding and dropping well angle and direction as per approved well plan trajectory.
- ii) The MWD/LWD system should have two-way communication system i.e. real time up link and down link facility for data transmission and for sending command to the down hole tools with positive/continuous mud pulse telemetry as the primary mode of downlinking. RPM/GPM mode for Downlinking would be allowed as a secondary means only. The MWD/LWD system should be able to respond to downlink command given from surface in real time (by flow rate change using mud pumps) and perform the desired command down hole. It should transmit data from down hole to surface in real time on continuous basis. The Surface unit should be complete with necessary computers, monitors, printers, plotters etc., and other equipment as necessary to execute the job.
- iii) The Directional Drilling equipment will be put in operation from one well to another as per OIL's requirement. To ensure un-interrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should bring sufficient quantity of back up tools, equipment and spares in addition to the primary sets/quantity of tools for 12¼" hole section as defined in Table-2. Servicing of tools will be allowed at no workload period only.
- iv) **Gamma Ray & Resistivity Measurement tools:** The Gamma Ray and Resistivity tools for 12¼" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision for real time data transmission as well as for recording of Data in memory mode. Data is also to be recorded while pulling out by back reaming/with pump-on whenever required. The tools should have a

temperature rating of not less than 120° C, pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).

The resistivity measurements to be carried out as per below:

- a) To be recorded in multiple frequencies and in multiple depth of investigations.
 - b) Bore-hole compensated phase & attenuation measurement systems with multiple depths of investigation.
 - c) Resistivity measurement: 0.2 to 2000 Ohm-m
 - d) Invasion Profile with curve separation.
- v) **Annulus Pressure and Temperature Measurement tools:** The Annulus Pressure and Temperature tools for 12¼" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision of real time data transmission and of recording in memory mode. The tools should work in temperature range of 120° C or more, pressure rating of 18,000psi or more and tool curvature of 6.5°/100' (Rotary) or better.
- vi) Services of Directional Drillers to operate SDMM and MWD/LWD Engineers to operate MWD/LWD tools for 12¼" hole section are to be provided for execution of directional drilling program as per Company's plan. Minimum two directional drillers and minimum two MWD/LWD Engineers per set are required to be provided always to carry out operation on continuous basis.
- vii) The 12¼" hole section shall have to be drilled by the Contractor with the help of SDMM, MWD/LWD & Drilling Jar in consultation with OIL. Phase length of the section will be around 2000m (MD) with a total displacement of around 1500m or more at sectional TD.
- viii) The SDMM and MWD/LWD equipment should be best in class tools of the Contractor that are to be engaged in the business. The complete system should be able to kick-off from vertical and should be efficient to drill high angle high displacement wells of sail angle 55°-85°.

3.3 TOOLS, EQUIPMENT & SERVICES FOR 8½" HOLE SECTION:

- i) 1(One) Set of Directional Drilling Tools & Equipment consisting of SDMMs along with Stabilizers & Accessories, MWD package consisting of Collar based (non-retrievable) MWD tools (with real time Directional, Gamma Ray and Annulus Pressure & Temperature tools) & MWD/LWD Surface Units, Collar based (non-retrievable) LWD-Resistivity tools, Drilling Jars and related directional tubular and accessories (NMDCs, UBHO subs, Float subs, Cross-Over subs etc. as applicable) are to be provided for drilling of 8½" hole section as a complete package as per Table-2 (Sl. No. 3.0, 3.1, 3.2.i, 3.2.ii, 3.3 & 3.4 on regular basis. The complete system should be capable of building, holding and dropping well angle and direction as per approved well plan trajectory.
- ii) The MWD/LWD systems for 8½" hole section should have two way communication system i.e. real time up link and down link facility with positive/continuous mud pulse telemetry as the primary mode of downlinking. RPM/GPM mode for Downlinking would be allowed as a secondary means only. The MWD/LWD system

should be able to respond to downlink command given from surface in real time (by flow rate change using mud pumps) and should perform the desired command down hole. It should transmit data from down hole in real time on continuous basis. The Surface MWD/LWD unit should be complete with necessary computers, monitors, printers, plotters etc., and other equipment as necessary to execute the job.

- iii) The Directional Drilling Equipment for 8½” hole section will be put in operation from one well to another as per OIL’s requirement. To ensure uninterrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should bring sufficient quantity of back up tools, equipment and spares in addition to the primary sets/quantity of tools for 8½” hole section as defined in Table-2. Servicing of tools will be allowed at no workload period only.
- iv) **Gamma Ray and Resistivity tools:** The Gamma Ray and Resistivity tools for 8½” hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision for real time data transmission as well as for recording of Data in memory mode. Data is also to be recorded while pulling out by back reaming/with pump-on whenever required. The tools should have a temperature rating of not less than 120° C, pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).

Minimum 512 MB memory to be provided for recording purpose.

The resistivity measurements to be carried out as per below:

- a) To be recorded in multiple frequencies and in multiple depth of investigations.
 - b) Bore-hole compensated phase & attenuation measurement systems with multiple depths of investigation.
 - c) Resistivity measurement: 0.2 to 2000 Ohm-m
 - d) Invasion Profile with curve separation.
- v) **Annulus Pressure and Temperature Measurement tools:** The Annulus Pressure and Temperature tools for 8½” hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision of real time data transmission and of recording in memory mode. The tools should have a temperature rating of not less than 120° C and pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).
 - vi) Services of Directional Drillers to operate SDMM and MWD/LWD Engineers to operate MWD/LWD tools are to be provided for execution of drilling program as per Company’s plan. Minimum two directional drillers and minimum two MWD/LWD Engineers per set are required to be provided always to carry out operation on continuous basis.
 - vii) The 8½” hole section shall have to be drilled by the Contractor with the help of SDMM, MWD/LWD, Drilling Jar etc., in consultation with the Company. Phase length of the 8½” sections will be around 1000M (MD) with a total displacement of around 2000m or more at sectional TD.

- viii) The SDMM and MWD/LWD equipment should be best in class tools of the Contractor that are to be engaged in the business. The complete system should be able to kick-off from vertical and should be efficient to drill high angle high displacement wells of sail angle 55°-85°.

4.0 Contractor to ensure that at least 1(one) back-up tool/Equipment in working condition is always available against the main tool/equipment. If, in the event of breakdown of any of the main tool(s)/equipment, it is found that back up tool(s)/equipment in working condition is/are not available, then Zero rate will be applicable immediately from the moment any tool(s)/equipment failure is/are detected in operation, as defined in clause no. 8.0 under schedule of rates. Additionally, penalty @ 100% of Operating rate of the faulty tool(s)/equipment will be levied over and above the Zero rate from the start of the waiting period at surface till the replacement/back up tool(s)/equipment is/are available at site.

5.0 Contractor shall provide SDMM, Drilling Jars and Collar based non-retrievable type MWD/LWD tools with MTBF (Mean-time Between Failure) exceeding 1000 hrs.

NOTE: Bidders to note that Company (OIL) at it's discretion shall have the right to use the tool/tools as per the requirement of OIL of the service for a particular section independently at any point of time during the course of the contract, depending on its requirement as decided by Company.

6.0 The Contractor is required to comply with following specified requirements:

- i) To provide all cross-over subs required between Contractor's BHA to \Company's drill string. Any other additional cross-over sub(s) required for Contractor's BHA is/are to be identified and furnished by the Contractor. Drill Strings are available with "OIL" for Drilling of 17½", 12¼", 8½" & 6" hole sections. The details of the drill strings are furnished in **Annexure-B**.
- ii) To provide the 5" Drill Pipe Screen, Safety clamps for Contractor's BHA, backup tools/equipment with sufficient spares & consumables.
- iii) To provide 02 nos. of lifting sub with 4½" IF connection and provision for accommodating strainer against each size of NMDC for conducting Surface test.
- iv) *The length of NMDCs should be preferably about 30 feet.*
- v) To provide detailed specification of tools/equipment/sensors along with relevant catalogues and also all the features available in their MWD system. The Contractor should also indicate the limitations of their tools/sensors such as temperature, pressure and discharge limitations with ability to pump LCM materials in Mud Loss conditions through the tool and accordingly the equipment & sensor must perform.
- vi) The Contractor shall keep fishing tools including spares required for Contractor's nonstandard equipment/tools, if any.
- vii) The minimum drift diameter of Hydro-Mechanical/Hydraulic Jar for 8½" Hole should not be less than 2½".

- viii) Contractor must ensure that all surface equipment including Contractors' bunk houses must be as per safety guidelines.
- ix) Any Bidder not quoting for all of the services as per the Scope of work will be considered non responsive and their bids shall be rejected.

7.0 DETAILS OF EQUIPMENT & SERVICES REQUIREMENT:

The Contractor shall provide the following services against each of the 4 (Four) independent sets of services, as applicable:

(i) Well Planning Services:

Company will design the well trajectory and share the same along with other relevant data with the Contractor. Contractor shall accept the plan and carry out directional drilling accordingly. However, Contractor may review the Company's plan at their end and suggest anticipated Torque & Drag issues, Hydraulics requirement and Anti-collision issues. If required, Company may review the well plan in consultation with the Contractor to sort out any kind of well trajectory related issues. In that case, the re-viewed plan must be accepted by the Contractor. Thereafter, it shall be the responsibility of the Contractor to maintain the well profile of the hole as per the approved plan from kick off point till target depth of a particular section is reached.

Contractor shall design at their end the Well Trajectory, Torque & Drag, Hydraulics, Anti-collision, proposed BHA etc., with their latest directional software and share the same for the particular hole section of a directional well during actual drilling.

Bidder shall submit end of Well Report after completion of the assigned Section/Well in hard as well soft copies (.pdf format).

(ii) MWD equipment and Services:

- a) The Contractor shall provide 1 (one) complete set of collar based (non-retrievable) MWD System against each of the 4 (Four) sets. The collar based (non-retrievable) MWD tools should be collar specific, i.e. for different collar sizes, outside diameter of sensors are different except of directional sensor. All sensors (except Directional Sensor) of MWD tool should be shrink fitted or part of the collar. Rate of data transmission should be more than 02(two) bits per second. The bore must be empty with no probe except for the directional part. Mud must be able to pass through the inserts (i.e. Battery pack, Gamma pack, Electronics, etc.) at flow rates of 600-1200 GPM or better. MWD tools with same size of probe fixed mechanically (fixed collar/collar mounted) for different collar sizes are not to be considered as collar based tools. Probe based tools are not acceptable.
- b) The MWD system should be based on positive/continuous pulse, mud telemetry for drilling (17½", 12¼" & 8½") hole as per requirement of OIL provided in the MWD specifications in **Annexure-C (II)**, along with cross-over subs, Non Magnetic Drill Collars, Float Subs – if required with all sets of electronic

packages, surface computers and other accessories required for continuous real time monitoring of tool face, inclination, direction (azimuth), gamma and annulus pressure & temperature while drilling (17½", 12¼" & 8½") hole. The annulus pressure & temperature measurement shall be as per requirement of OIL provided in **Annexure-H (II)**. Contractor will have to maintain sufficient back up tools & spares to meet contingent situation like Lost-in-Hole/Tool-failure etc. However, 30(thirty) days time shall be allowed for mobilization of replacement tool(s) in case of LIH.

- c) Contractor shall provide Gamma Ray Tool compatible with the offered MWD system. Contractor shall provide the Company with Gamma Vs True Vertical Depth and Measured Well Depth. The Gamma Ray measurement shall be as per requirement of OIL provided in **Annexure-C (II)**. Contractor will maintain sufficient back up tools & spares to meet contingent situation like Lost in Hole/Tool failure etc.
- d) Contractor shall provide MWD (Measurement While Drilling) System, based on mud pulse telemetry, Positive/Continuous Pulse system, with MTBF (Mean-time Between Failure) exceeding 1000 hrs. Bidder to confirm that MTBF certificate from TPI will be submitted before mobilization.

NOTE:

- 1) All the MWD/LWD tools should be able to interface with each other and facilitate 2-way communication & integration of data and commands.
- 2) Contractor to provide additional NMDC if required for MWD/LWD survey accuracy.

(iii) Surface Equipment:

Surface MWD/LWD unit with computers/printers accessories to record and print real time data with necessary transducers and connections to work with rig power supply 220 volts, 50 Hz./415V AC, 3-Phase, 3 wire as per requirement of OIL as stated in **Annexure-A(II)** (Bidder to fill up the Annexure). System should also have following features:

- (a) Record data like angle, azimuth and tool face and transmit it to surface with rig floor display. System should have features for dynamic tool face recording when drilling with motors.
- (b) System should be able to record stand pipe pressure, weight on bit, rotary RPM and Rate of penetration with depth counter facility.
- (c) Record bottom hole annulus pressure measurements, temperature, stick slip, shock and vibrations.
- (d) Record resistivity, neutron porosity and display real time azimuthal density with imaging caliper.
- (e) Record and print real time API Gamma, Resistivity and Annulus Pressure & Temperature measurement & LWD measurement with measured depth.
- (f) Record and print real time API Gamma, Resistivity and Annulus Pressure & Temperature measurement & LWD measurement with TVD.

NOTE: The MWD/LWD Surface Unit (Work station) should come with minimum 150m of 3-Phase power cables for cluster locations. Contractors are required to give an Electrical Test Certificate for the Surface unit & Bunks prior to powering of the unit by OIL. Contractors to confirm to provide the same.

(iv) **LWD Equipment along with Services :**

Contractor shall provide Resistivity tool compatible with the offered MWD system for (12.¼" & 8.½") hole. The surface system for Resistivity and MWD with Gamma and annulus pressure & temperature should be same. The Resistivity services will be used along with MWD for enhancing the accuracy in well placement. Further, LWD may be used for recording real-time data in the other wells also as per OIL's requirement and the service provider will be compensated as per the quoted rates. Contractor shall provide the Company with Resistivity, Gamma Log Vs True Vertical Depth and Measured Well Depth for reservoir boundary identification. The Resistivity measurement shall be as per requirement of OIL provided in **Annexure-G (II)**. Contractor will maintain sufficient back up tools & spares to meet contingent situation like Lost in Hole / Tool failure etc.

NOTE: The MWD & LWD tools should be able to interface with SDMM and facilitate 2-way communication & integration of data and commands.

(v) **SDMM equipment along with Services:**

The Contractor shall provide Steerable Downhole Positive Displacement Mud motors with all accessories e.g. stabilizers etc., as per **Annexure – D(II)** for 17½", 12¼" and 8½" hole sizes. SDMMs should be high torque, low to medium speed and stabilized positive displacement steerable multi-lobe mud motor for high angle drilling. The directional drillers are required to operate these motors and drill the hole as per Company's approved well plan. The motors should have API rotary shoulder connections with built-in/screw-on bearing Stabilizer housing & adjustable bent housing. SDMM should be suitable for buildup rates & straight drilling in rotary mode. The SDMMs should be with mud lubricated bearing/Oil sealed bearing assembly and equipped with rotor catcher feature. SDMMs to be provided with float sub with ported floats for preventing wet pull out and transmission of drill pipe pressure to surface whenever the BOP/well is closed due to any reason.

Note:

1) Near bit stabilizer fitted on the motor shall be 1/8" under gauge for all the motor sizes. String stabilizer to be of similar design as of bearing housing stabilizer.

2) SDMMs would be run mostly in stabilized mode to avoid clean out run.

3) Whenever required, the SDMMs will be used in slick mode also.

4) SDMM should be from any of the reputed manufacturers as given in the list under clause 9.0 only.

vi) Stabilizers:

1. Stabilizers for 17½" Hole section: 1(one) no. of 17¼" and 2(two) nos. of 17" string stabilizer with 7⅝"/6⅝" API Reg box-pin connection, 8" - 9⅝" OD fishing neck and 2¹³/₁₆"/3" ID for each set.
2. Stabilizers for 12¼" Hole section: 2(two) nos. each of 12" and 11¾" string stabilizer with 6⅝" API Reg box-pin connection, 7¾"/8" OD fishing neck and 2¹³/₁₆"/3" ID for each set.
3. Stabilizers for 8½" Hole section: 2(two) nos. each of 8¼" and 8" string stabilizer with 4"IF/4½"IF box-pin connection, 6½"/6¾" OD fishing neck and 2¹³/₁₆"/3" ID for each set.

NOTE:

- 1) All the above stabilizers must be of integral blade design with 3(three) or 4(four) slight spiral blades of sufficient blade length and double tapered at both leading and trailing ends. Stabilizers should have sufficient opening/annular clearance with taper blade on stabilizer body.
- 2) Above stabilizers may be used independently for making rotary assemblies for drilling/cleanout trips in case of requirement.

vii) Drilling Jars and Services:

The Contractor shall provide Hydro-mechanical/Hydraulic Drilling jars to withstand the rugged abuse and demanding application with up/down stroke mechanism, minimum stroke length as per requirement of OIL provided in **Annexure-E (II)**, for 17½", 12¼" & 8½" hole sizes. The Jars should be from any of the reputed manufacturers as given in the list under clause 9.0 only.

viii) Real Time Data Monitoring Services:

Real Time Data Monitoring Services at rig site as well as at Company's base office in Duliajan for 24x7 monitoring of Directional Drilling Operation to be provided both in desktop version and in mobile app. All logs of MWD/LWD tools and drilling mechanics, i.e., Gamma, Resistivity, ROP, Temp, ECD, Survey, RPM, WOB, SPP, Flow, Hook load curve etc. should be available in the system. No additional charges will be payable for this service.

Note: Contractor has to sign a confidentiality & non-disclosure agreement.

8.0 PERSONNEL:

Bidder shall confirm to provide qualified and experienced personnel under the following categories for running the well operation of OIL on round the clock basis:

- i) Directional Driller: Minimum 2 (two) nos. per set. Total: 8 (Eight) nos. (minimum) for 4 (Four) sets.

ii) MWD/LWD Engineer: Minimum 2 (two) nos. per set. Total: 8 (Eight) nos. (minimum) for 4 (Four) sets.

iii) Base Co-ordinator: Minimum 1 (one) no.

NOTE:

a) Maximum age for Directional Driller, MWD/LWD Engineer and Base Co-ordinator should not exceed 56 years as on the date of commencement of the contract.

b) The Directional Drillers and MWD/LWD Engineers should be a Graduate/Diploma in Engineering or Post Graduate in Science Discipline (Geology/Petroleum Geology).

c) The Directional Drillers and MWD/LWD Engineers should have an overall experience of at least 03 years for Graduate Engineer, 04 years for Post Graduate in Science Discipline (Geology/Petroleum Geology) and 05 years for Diploma Engineer in relevant field.

d) Bidder has to submit an undertaking to provide the required experienced manpower in the prescribed format in **Annexure – DD (II)**.

The details of Personnel are given below:

i) **Directional Driller:**

Contractor shall depute minimum 02(two) numbers of qualified Directional Drillers having minimum required years of relevant experience and having drilled at least 10 (ten) numbers of directional wells independently with SDMM-MWD-LWD-JAR in combination per set. The Directional Drillers will be working independently (12 hour shift) on a suitable ON/OFF day rotation basis at the rig site and should be able to execute the job of high angle-high displacement or side track wells or any other well from kick off to target on continuous basis. They should have complete knowledge of the job from planning to execution along with associated calculations and decision making so that they can perform the job independently. However, in case of operational problems, OIL's decision will be final.

The Directional Drillers will work in close liaison with OIL Engineers on the Rig/base. They should be fluent in speaking and writing English language. Directional drillers should be conversant with the job assigned and should have complete knowledge of the tools and equipment of the Contractor. Directional drillers of the Contractor shall assist OIL technically during round trip and clean out trips after completion of sectional TD. However, OIL reserves the right to modify its requirement of on-site Directional Drillers anytime.

NOTE: Particulars of the directional drillers must be submitted in the format **ANNEXURE – EE** to OIL for approval prior to deployment at well site.

(ii) **MWD/LWD Engineer:**

Contractor shall depute minimum 02 (two) nos. of qualified and experienced MWD/LWD Engineers having minimum required years of relevant field experience

and having drilled at least 10 (ten) numbers of directional wells independently per set for OIL's operation. The MWD/LWD Engineers will be required to work independently on a suitable ON/OFF day rotation and 12-hour shift basis at the rig site as per plan given by OIL. The engineers must be fluent in written and spoken English.

The MWD/LWD Engineers will be responsible including but not limited to the following:

- a) Prepare Logging plan and program, timely delivery of quality data logs, LAS, DLIS as per Scope of Work. OIL reserves the right to use the resistivity tool in the sail angle or pilot hole option also.
- b) Run, maintain and manage the MWD/LWD tools and unit.
- c) Prepare daily reports of major real time observations and annotation of markers as defined by Company Geologist.

NOTE: Particulars of MWD/LWD engineers must be submitted in the format **ANNEXURE – EE** to OIL for approval prior to deployment at well site.

(iii) Base Coordinator:

The Contractor shall depute an experienced Base Coordinator at the Company's base in Duliajan, having minimum 5(five) years of relevant field experience for the entire duration of the Contract for smooth execution of the project. The personnel should have good knowledge of the tools, equipment and services being offered by the Contractor and should visit the Company's office regularly. The Base Manager should be capable of instructing the field Directional Drilling/MWD-LWD teams on drilling operations in a practical drilling environment. Suitable replacement should be provided if he is absent for more than 3(three) days. Base coordinator shall be well informed about status of contractor's equipment and any other subject relevant to agreement of the Contract. Company may seek for replacement in short notice if any deficiency is observed on his part. The Base Coordinator shall be responsible including but not limited to the following:

- i) Supervise and coordinate all operations throughout the duration of the Contract.
- ii) Interact with Company's Drilling Engineers and Geo-Scientist.
- iii) Conceptualize subsurface objectives and issues.
- iv) Conversant in Drilling Engineering and Directional well planning areas and act as an effective interface with the broader drilling discipline.
- v) Responsible for Logistics management of tools, equipment, materials and personnel related to the Contract, including customs and immigration clearance, transport and inspection.
- vi) Responsible for keeping Contractor's tools and equipment in good working condition with regular maintenance with the help of his other office/ repair facilities.
- vii) Administration of the Contractor's day to day affairs under the Contract.

- viii) Responsible for preparing, checking and submitting the invoices to the Company.
- ix) Shall be available for consultation at all times for the entire duration of the contract period.

Note: Base coordinator shall be nominated with CV for approval from OIL before commencement of contract and subsequent replacement shall be informed in advance. Any temporary replacement against Base Coordinator should also have the same experience as of the Base Coordinator and CV of that personnel should be approved from the Company prior to deployment.

NOTE:

- 1) The Contractor will have to submit the Bio-Data of personnel proposed to be deployed for all the services mentioned under scope of work prior to deployment for OIL's approval. The following documents should accompany the Bio Data for approval:
 - Educational Qualification certificate
 - Service Tickets of prior deployment with signature of Operator to be provided.
 - Proof of work experience for last 03/04/05 years, as applicable.
 - Valid Police Verification certificate
- 2) All charges for personnel are included in Tool Operating or Rental charges. No separate charges shall be payable for the personnel being deployed.
- 3) MWD/LWD Engineers, Directional Drillers and Base Manager should be an employee/consultant appointed by the Contractor. Necessary documents in this regard to be submitted prior to deployment for OIL's approval. In case, the personnel is newly recruited in the organization, necessary documents including appointment letters supporting the previous experience criteria should have to be submitted for approval. In case, the personnel is newly recruited in the organization, at least 02(two) no. of personnel reference with email id, mobile no. etc of the previous employer to be provided in the CV for his previous experience.
- 4) MWD/LWD engineers should have the competency for handling and supervision of radioactive tools.
- 5) Company reserves the right to instruct for removal of any of the Contractor's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The cost of replacement of such personnel will be fully on the Contractor's account and the Contractor shall have to replace this/these personnel within 10(ten) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to OIL for approval prior to their engagement.
- 6) In case of non-availability of Directional Driller or MWD/LWD engineer during operation, penalty will be levied at the rate of 10% of the ODR rate of the SDMM of the respective section. In case of non-availability of Base Manager, penalty will

be levied at the rate of 10% of the ODR rate of the SDMM of the section whichever is higher.

- (iv) **Organizational Structure:** Contractor shall provide the organizational structure for executing the project. Composition of the team and number of personnel will be reviewed by OIL and modified as per requirement.

9.0 APPROVED LIST OF MAKES FOR TOOLS/EQUIPMENT & SERVICES:

The Contractor shall provide SDMM and Drilling Jars from any of the makes of shortlisted Manufacturers as given below. Equipment of makes other than the Manufacturers shortlisted below for SDMM and Drilling Jars will not be acceptable.

APPROVED LIST OF MAKES

A. Mud Motor:

- i) Schlumberger
- ii) Halliburton
- iii) Weatherford
- iv) Baker Hughes
- v) NOV

B. Drilling Jar:

- i) Houston Engineers
- ii) Weatherford
- iii) NOV (Griffith)
- iv) Bowen
- v) Schlumberger
- vi) Halliburton
- vii) ITS
- viii) Any other OIL approved manufacturer for the approved size.

10.0 HIRING OF ADDITIONAL SETS OF EQUIPMENT & SERVICES:

During the currency of the contract OIL may decide to hire additional set/s of tools and equipment including personnel as per requirement under the same terms and conditions stipulated in this tender/contract with mutually agreed rates, but with a rate not higher than the originally quoted rate. Under such condition, successful Bidder will be bound to provide the desired services.

Mobilization of additional set/s of tools and equipment including personnel will be as per "Special Conditions of Contract" in Section - III , Clause No. 2.0(i)(II).

11.0 GEOLOGY & RESERVOIR INFORMATION:

Geological and reservoir information of the few fields where the proposed directional wells shall be drilled are furnished below. However, the Services may be deployed also in fields other than the below mentioned ones at the discretion of OIL.

11.1 Makum and North-Hapjan Barail 4th+5th Sand:

- a) Formation: Barail fluvio-deltaic clastic sediments of Oligocene age (Tertiary).
- b) Lithology: The reservoir is located in the arenaceous section of the Barail Formation which consists predominantly of sandstones with minor laterally

impersistant shale interbeds and is overlain by an argillaceous section (about 100m).

- c) Reservoir pressure:
 - i) Initial: 265.5 ksc at 2544.56 m SS (2636 m bd, Datum: 91.445 m asl).
 - ii) Current: 255 ksc at 2544.56 m SS (2636 m bd, Datum: 91.445 m asl)
- d) Bottom hole temperature = 72-102° C
- e) Pore Pressure: In the sedimentary column above the target reservoir is hydrostatic.
- f) Average depth to reservoir = 2546.1 m SS (2637.5 mbd, Datum:91.44 masl)
- g) Original oil-water contact = 2568.6 m SS (2660.0 m bd, Datum: 91.44 masl)
- h) Original gas-oil contact = 2523.6 m SS (2615.0 m bd, Datum:91.44 m asl)
- i) Net thickness of oil zone expected to be encountered: 25m (approx)
- j) Presence of gas cap encountered in the crestal part of the structure. (Not tested)
- k) Weighted average porosity = (Makum -25%, North Hapjan -20%).
- l) Average ground level elevation =125 m asl.
- m) Stratigraphic column encountered in the area: As given below

Sl	Horizon	Age	Lithology	Thickness (m)
1	Alluvium	Pleistocene to Recent	Medium to coarse grained unconsolidated sands with occasional bands of clay	1825
2	Girujan	Pliocene	Buff, red and green mottled clay with bands of fine-grained sandstone	150
3	Tipam	Miocene	Medium grained sandstone with bands of bluish-gray to bluish shale	550
4	Barail	Argillaceous Oligocene	Mainly mudstone and occasional fine grained argillaceous sandstone with thin bands of carbonaceous shale and coal	120
5	Barail	Arenaceous	Mainly consists of sandstone interbedded with streaks of laterally impersistent shales	650

11.2 Barekuri Field:

The hydrocarbon prospects of the Barekuri field are confined to Paleocene/Lower Eocene and average depth of the reservoir is around 3740 m below MSL. So far, majority of the wells drilled in this structure are oil producers and the current rate of production

is approximately 1000 m³/day with very negligible water cut. The initial reservoir pressure is 428.5 kg/cm² and the current reservoir pressure is around 428.0 kg/cm².

11.3 Baghjan Field:

The main multi-stacked hydrocarbon bearing horizons are confined to the Palaeocene / Lower Eocene sandstone reservoirs. From the drilling wells completed so far in the Baghjan structure, the reservoir pressure was found to be around 422.6 Ksc which is 50 Ksc above hydrostatic. The depth to Basement in the Baghjan area is around 3910 m below MSL and average depth of the reservoir is around 3700 - 3800 m below MSL. The area has been covered by 3D seismic survey.

11.4 Deohal-Lohali Structure:

The Deohal-Lohali structures at the Barail level is a composite faulted anticlinal structure which is compartmentalized into three fault blocks viz. Lohali, Deohal and East Deohal by two north-south trending faults and is bounded by a common major EW to ENE-WSW trending fault towards the south. The Deohal and the East Deohal blocks are the central and eastern fault blocks of the area with an aerial extent of around 19 sq km at Barail Third Sand level. The Barail Third Sand is the primary reservoir within the Barail formation of the area and has been established as NAG reservoir. The average depth of the reservoir is around 2600m below MSL. Few of the wells drilled in this area were completed as gas producers from Barail Third Sand. The initial reservoir pressure was 250.7 kg/cm² and the current reservoir pressure is around 240 kg/cm².

12.0 PROJECTION PARAMETERS:

Reference spheroid for local projection = WGS 84
Projection system: Lambert Tangential.

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1.0 DEFINITIONS:

Following terms and expression shall have the meaning hereby assigned to them unless the context requires otherwise. The expressions not defined here shall have the meaning ascribed to them in Section- I: "General Conditions of Contract".

- a. **"Services"** means the services to be provided by the Contractor for carrying out drilling operations in accordance with the approved drilling well plan including but not limited to
 - (i) all tools, equipment, consumables from Contractor required for OIL's operation and
 - (ii) all tools, equipment, spares required for servicing / maintenance of Contractor's Tool & Equipment, as stipulated in the Terms of Reference/Technical Specification/Scope of Work at Section-II in this bid document.
- b. **"Operating Area"** means those areas in onshore India in which drilling Operations will be carried out.
- c. **"Site"** means the well site designated hereinafter as forming part of the Site.
- d. **"Company's items"** means the equipment, materials and services, which are to be provided by Company at the expense of Company.
- e. **"Contractor's item"** means the equipment, materials and services which are to be provided by Contractor or by Company at the expenses of the Contractor, which are listed under Section-II, "Terms of reference/ Technical specifications/Scope of Work".
- f. **"Commencement Date"** means the date on which the Contractor completes initial mobilization of his crew and equipment for the first set along with consumables in all respects .
- g. **"Contractor's personnel"** means the personnel to be provided by Contractor to conduct operations hereunder.
- h. **"Contractor's representatives"** means such persons duly appointed by the Contractor to act on Contractor's behalf and notified in writing to the Company.
- i. **"Day"** means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.
- j. **"Approval"** as it relates to Company, means written approval.

- k. **"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.
- l. **"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.
- m. **"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.
- n. **"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 persons or loss or damage of properties.
- o. **Contractor's base camp:** It will be Contractor's responsibility to maintain adequate space and utilities at their designated base in and around Duliajan for storage of their Equipment, Tools etc. and workshop needs. All costs associated with establishing and running such facility will be to the Contractor's account.
- p. **"Operation Base"** means "Duliajan"
- q. **"Inter-Location-Movement"** of Contractor's item(s) means transfer of Contractor's item(s) (a) from one location to another location (irrespective of the status of location), (b) from one OIL designated area to another OIL designated area.

2.0 i) MOBILIZATION:

(I) MOBILIZATION PERIOD (GROUP-I): The Contractor shall mobilize all of their tools and equipment including personnel of all the 5(Five) sets [consisting of 2(two) regular sets for 12¼" hole section, 2(two) regular sets for 8½" hole section and 1(one) callout set for 6" hole section] to the Company's base/designated site within the time schedule given below. Mobilization shall be deemed to be completed only when Contractor's tools and equipment including personnel are placed at the designated location and are in readiness to commence work as envisaged under the Contract duly certified by the Company's representative. The Contractor has to mobilize the minimum number of tools and equipment including personnel against each individual set as described in the "Scope of Work" in Section-II [Terms of Reference]. However, OIL reserves the right to mobilize the sets in a phased manner depending on its operational requirement. In that case, individual mobilization notice will be issued against each set as per OIL's requirement. Contractor shall mobilize the particular number of set/sets (as applicable) as per instruction from OIL.

a) **Regular sets:** Contractor's Tools and Equipment including Personnel of 2(two) regular sets for 12¼" hole section and 2(two) regular sets for 8½" hole section shall have to be mobilized as per the scope of work by the Contractor within 60(sixty) days from the date of issuance of mobilization notice.

b) **Callout set:** Contractor's Tools and Equipment including Personnel of 1(one) callout set for 6" hole section shall have to be mobilized as per the scope of work by the Contractor within 60(sixty) days from the date of issuance of mobilization notice for first mobilization and within 30(thirty) days for all subsequent mobilizations.

Note:

- a) For mobilization , OIL will issue mobilization notice after issuance of LOA.
- b) The succeeding day of issuance of mobilization notice shall be counted as day 1(one) for the purpose of calculation of mobilization period.

(II) MOBILIZATION PERIOD (GROUP-II): The Contractor shall mobilize all of their tools and equipment including personnel of all the 4(Four) sets [consisting of 2(two) regular sets for 17½" hole section, 1(one) regular set for 12¼" hole section & 1(one) regular set for 8½" hole section to the Company's base/designated site as per the scope of work within 60(sixty) days from the date of issuance of mobilization notice. Mobilization shall be deemed to be completed only when Contractor's tools and equipment including personnel are placed at the designated location and are in readiness to commence work as envisaged under the Contract duly certified by the Company's representative. The Contractor has to mobilize the minimum number of tools and equipment including personnel against each individual set as described in the "Scope of Work" in Section-II [Terms of Reference]. However, OIL reserves the right to mobilize the sets in a phased manner depending on its operational requirement. In that case, individual mobilization notice will be issued against each set as per OIL's requirement. Contractor shall mobilize the particular number of set/s (as applicable) as per instruction from OIL.

Note:

- a) For mobilization , OIL will issue mobilization notice after issuance of LOA.
- b) The succeeding day of issuance of mobilization notice shall be counted as day 1(one) for the purpose of calculation of mobilization period.

ii) EFFECTIVE DATE : The contract shall become effective as of the date, Company notifies Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.

iii) DATE OF COMMENCEMENT:

(I) DATE OF COMMENCEMENT OF OPERATION (GROUP-I): The date on which mobilization is completed in all respects for all of the 5(Five) sets [consisting of 2(two) regular sets for 12¼" hole section, 2(two) regular sets for 8½" hole section and 1(one) callout set for 6" hole section] as stated in Clause 2.0(i)(I) above and certified by the Company's representative will be treated as date of Commencement of Operation for all of the 5(Five) sets. In case of mobilization of the 5(Five) sets individually in a phased manner, the date on which mobilization is completed in all respects for the first individual set of any hole section as stated in Clause 2.0(i)(I) above and certified by the Company's representative will be treated as date of Commencement of the Operation.

Note:

i) Once the Contractor's equipment are ready to commence services and have reached the Company's base or Company designated location or the Contractor's base nearest to the Site, Contractor shall issue a Notice of Readiness for Inspection to the Company against each individual set.

ii) Company shall inspect the Contractor's equipment within 3(three) working days' from receipt of the Contractor's Notice regarding Readiness for Inspection, and confirm completion of mobilization against each individual set. Company Representatives inspecting the Contractor's Equipment shall notify the Contractor of any deficiency in the set(s) of equipment, and only on removal of such deficiency, mobilization shall be deemed complete.

iii) The succeeding day of receipt of notice from the Contractor regarding Readiness for Inspection shall be counted as day 1(one) for the purpose of calculation of the inspection period for mobilization.

(II) DATE OF COMMENCEMENT OF OPERATION (GROUP-II): The date on which mobilization is completed in all respects for all of the 4(Four) sets [consisting of 2(two) regular sets for 17½" hole section, 1(one) regular set for 12¼" hole section & 1(one) regular set for 8½" hole section as stated in Clause 2.0(i)(II) above and certified by the Company's representative will be treated as date of Commencement of Operation for all of the 4(Four) sets. In case of mobilization of the 4(Four) sets individually in a phased manner, the date on which mobilization is completed in all respects for the first individual set of any hole section as stated in Clause 2.0(i)(II) above and certified by the Company's representative will be treated as date of Commencement of the Operation.

Note:

i) Once the Contractor's equipment are ready to commence services and have reached the Company's base or Company designated location or the Contractor's base nearest to the Site, Contractor shall issue a Notice of Readiness for Inspection to the Company against each individual set.

ii) Company shall inspect the Contractor's equipment within 3(three) working days' from receipt of the Contractor's Notice regarding Readiness for Inspection, and confirm completion of mobilization against each individual set. Company Representatives inspecting the Contractor's Equipment shall notify the Contractor of any deficiency in the set(s) of equipment, and only on removal of such deficiency, mobilization shall be deemed complete.

iii) The succeeding day of receipt of notice from the Contractor regarding Readiness for Inspection shall be counted as day 1(one) for the purpose of calculation of the inspection period for mobilization.

3.0 DURATION OF CONTRACT :

(I) DURATION OF CONTRACT (GROUP-I): The contract shall be valid for a period of 4(four) years from the Date of Commencement of the Operation of the 5(Five) sets [consisting of 2(two) regular sets for 12¼" hole section, 2(two) regular sets for 8½" hole section and 1(one) callout set for 6" hole section]. In case of mobilization of the 5(Five) sets individually in a phased manner, the contract shall be valid for a period of 4(four) years from the Date of Commencement of the operation of the first individual set belonging to any hole section. However, the

duration of the contract will get automatically extended for the time required for completion of the well(s) which are in progress on the date of expiry of the Contract for the particular set(s) of tools and equipment including personnel belonging to any hole section on the same rates, terms and conditions.

(II) DURATION OF CONTRACT (GROUP-II): The contract shall be valid for a period of 4(four) years from the Date of Commencement of the Operation of the 4(Four) sets [consisting of 2(two) regular sets for 17½” hole section, 1(one) regular set for 12¼” hole section & 1(one) regular set for 8½” hole section. In case of mobilization of the 4(Four) sets individually in a phased manner, the contract shall be valid for a period of 4(four) years from the Date of Commencement of the operation of the first individual set belonging to any hole section. However, the duration of the contract will get automatically extended for the time required for completion of the well(s) which are in progress on the date of expiry of the Contract for the particular set(s) of tools and equipment including personnel belonging to any hole section on the same rates, terms and conditions.

4.0 INSPECTION:

Inspection will be carried out jointly by OIL team and the contractor after completion of mobilization and OIL will certify the completion.

5.0 PERFORMANCE SECURITY: 10% of annualized total Contract value.

6.0 TERMS OF PAYMENT:

On account payment may be made, not often than monthly, up to the amount of **100%** of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

7.0 SUBMISSION OF INVOICE: Monthly

All Invoices are to be sent to the following address:

CGM (Drilling Services)

Oil India Limited,
P.O. Duliajan-786602
Dist. Dibrugarh, Assam

Note: If the designation of HoD changes, same will be addressed to his/her new designation.

8.0 AGENT COMMISSION: Not Applicable

9.0 SUB-CONTRACTING: Not Applicable

10.0 Deleted

11.0 DE-MOBILIZATION:

(I) FOR GROUP-I:

De-mobilization for Regular Sets: Contractor's Tools and Equipment including Personnel of any particular number of set/sets (as applicable) belonging to any one or more hole section as indicated by OIL, shall have to be de-mobilized from rig site or OIL's designated place as per the Scope of Work by the Contractor within 21(twenty one) days from the date of issuance of individual de-mobilization notice for each set(s). No charges shall be payable from the date of issuance of the de-mobilization notice.

Final De-mobilization for Callout Set: Contractor's Tools and Equipment including Personnel for the Callout set belonging to 6" hole section shall have to be de-mobilized from rig site or OIL's designated place as per the Scope of Work by the Contractor within 21(twenty one) days from the date of issuance of final de-mobilization notice for the set. No charges shall be payable from the date of issuance of the de-mobilization notice.

Note: The succeeding day of issuance of de-mobilization notice shall be counted as day 1(one) for the purpose of calculation of de-mobilization period.

(II) FOR GROUP-II:

De-mobilization: Contractor's Tools and Equipment including Personnel of any particular number of set/sets (as applicable) belonging to any one or more hole section as indicated by OIL, shall have to be de-mobilized from rig site or OIL's designated place as per the Scope of Work by the Contractor within 21(twenty one) days from the date of issuance of individual de-mobilization notice for each set(s). No charges shall be payable from the date of issuance of the de-mobilization notice.

Note: The succeeding day of issuance of de-mobilization notice shall be counted as day 1(one) for the purpose of calculation of de-mobilization period.

12.0 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. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the 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 monitoring and overseeing of the jobs under the Contract by the Company's personnel/representative shall not absolve or reduce the obligations of the Contractor under the Contract in any manner.

13.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILIZATION:

(I) LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILIZATION (FOR GROUP-I):

- i) Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay Liquidated Damages @ 0.5% of total contract value for the particular of set including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of total contract value for the particular. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined in clause no. 2.0(i)(I) for GROUP-I above.
- ii) If the Contractor fails to mobilize within 15 (fifteen) weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.
- iii) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.
- iv) *GST shall not be applicable on Liquidated Damages.*

(II) LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILIZATION (FOR GROUP-II):

- i) Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay Liquidated Damages @ 0.5% of total contract value for the particular set including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of total contract value for the particular set. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined in clause no. 2.0(i)(II) for GROUP-II above.
- ii) If the Contractor fails to mobilize within 15 (fifteen) weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.
- iii) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.
- iv) *GST shall not be applicable on Liquidated Damages.*

14.0 PROVISION OF PERSONNEL AND FACILITIES:

- i) The Contractor will provide competent, qualified and adequately experienced personnel for carrying out the requisite operations correctly and efficiently throughout the Contract period. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company. Their

performance must be to the satisfaction of the Company and the Contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.

- ii) The detailed bio-data of the service engineer/specialist and other operators and the number of additional personnel planned to be deployed must be submitted to Company before engaging them for Company's approval.

Note: Any replacement with equivalent qualification/ experience needs OIL's prior approval.

- iii) All the personnel deployed should be fluent either in English or Hindi or Assamese language.
- iv) The Contractor shall be responsible for and shall provide for all requirements of his personnel, and of their Sub-Contractor(s), if any. These provisions will include but not be limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payments, all immigration requirements and taxes, if any, payable in India or outside at no extra charges to the Company. Boarding and local transportation of Contractor's personnel during the entire duration of the Contract shall be arranged by Contractor at their cost.
- v) The Contractor's representative shall have the entire power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.

15.0 WARRANTY AND REMEDY OF DEFECTS:

- i) Contractor has to perform all its services under this Agreement with all reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of Company and accepts full responsibility for the satisfactory delivery of quality of such services performed by it. Any defect/deficiencies noticed, Contractor within 15 (fifteen) days upon the receipt of written notice from the Company (OIL), shall improve their performance/correct such deficiencies failing which the Company (OIL) will have right to terminate the Contract by giving the Contractor written notice with immediate effect.
- ii) Any 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 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.

The defect liability period against this contract shall be 3 (three) months after final demobilization notice.

16.0 GOODS AND SERVICES TAX:

- I. In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties

have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

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

- II. “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- III. Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- IV. Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- V. Where the OIL is entitled to avail the input tax credit of GST: OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

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

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

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

- VIII. Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- IX. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
- X. GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
- XI. Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- XII. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- XIII. TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- XIV. The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- XV. It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- XVI. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.

- XVII. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- XVIII. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- XIX. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- XX. In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- XXI. Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- XXII. Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- XXIII. Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- XXIV. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- XXV. The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- XXVI. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- XXVII. OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- XXVIII. Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST

compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

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

Any invoice issued shall contain the following particulars:

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

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

XXX. Anti-profiteering clause

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

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

17.0 NOTICES:

17.1 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:

Company

a) For contractual matters
CGM (Contracts)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Email: contracts@oilindia.in

b) For technical matters
CGM (Drilling Services)
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India
Email: drilling@oilindia.in

Contractor

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

18.0 CONTRACTOR'S OBLIGATIONS:

- 18.1 **Reporting:** Contractor shall perform the work described under scope of work and prepare the 24 hour comprehensive report on Directional Survey and Log (wherever applicable) data, Drilling Operation summary, BHA and their Dimensional Data covering BHA behaviour, NPT analysis, comparative parameters like planned depth vs days to actual depth vs days. Contractor is required to submit this daily report to Company's Representative based at Duliajan in the form of soft copy and hard format.
- 18.2 **Well Site Communication facility:** Contractor should arrange on their own the necessary communication system (Internet facility & telephone) at site for reporting purposes to OIL.
- 18.3 **Well-site Accommodation:** Contractor has to provide accommodation bunk house(s) at well site(s) for their personnel. All electrical apparatus and accessories including Air Conditioner of all bunk houses to be deployed in the well site(s)/location(s), must be of FLP type. The electrical apparatus and accessories need to be DGMS approved for placement of the same in DGMS classified hazardous area. The bunk house(s) should come with minimum 150m of 3 Phase Power cable each. Dimensions of Bunk house to be used should be of LxBxH (8.5m x 2.5m x 2.5m) or less as per road transportation norms. Bunk house with larger dimensions than specified is not acceptable.

19.0 COMPANY'S OBLIGATIONS:

- 19.1 **Entry Permits:** Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and their sub-Contractors engaged with the consent of Company, provided Contractor gives full particulars of such personnel in advance. However, the primary obligation in this regard shall be on Contractor and Company shall provide necessary documents only.
- 19.2 **Security:** Company shall organize all possible help from local government/administration to Contractor personnel and equipment in case of natural disasters, civil disturbances and epidemics. The security of the Camp including Contractor's equipment and personnel and deployment of security personnel etc at the Camp, shall however, be the responsibility of the Contractor.
- 19.3 **Crane service/Transport vehicles:** OIL will provide crane and transportation (for Inter-location movement) of the Contractor's equipment and also for transfer/handling of Contractor's material, equipment at well site "free of charge". The loading, unloading and transportation shall be done at Contractor's supervision and risk. OIL shall not be responsible for any damage during handling & transit.
- 19.4 **Well-site Accommodation:** Company shall not provide bunk house for accommodation of Contractor's personnel at wellsite under normal circumstances. However, OIL may provide 01(one) number of 4(four) bedded accommodation bunk house for Contractor's personnel at well site in case of urgency/emergency, but subjected to availability.
- 19.5 **Well Site Communication facility:** Company shall not provide communication system at well site to the Contractor under normal circumstances. However, OIL may provide communication system (Internet facility & telephone) at well site to the Contractor for reporting purposes to OIL only in case of urgency/emergency, but subjected to availability.
- 19.6 **Medical Facilities:** Company will extend the medical facilities to Contractor's personnel to the extent available at its hospital at Duliajan on chargeable basis.
- 19.7 **Work Shop Facility:** Company will extend the in-house workshop facility for Contractor's Tools & Equipment without hampering Company's own work schedule. The workshop facility will be chargeable depending on quantum of job involving man/material/time. The workshop facility may not be charged to Contractor in case of minor nature of repairing job requiring very nominal time. The decision of Company's representative in this regard shall be final and binding.

20.0 (I) OPERATING & RENTAL/STANDBY CHARGES (FOR GROUP-I) :

The Contractor is required to provide tools and equipment including personnel for 5(Five) sets [consisting of 2(two) regular sets for 12¼" hole section, 2(two) regular sets for 8½" hole section and 1(one) callout set for 6" hole section] as per the terms and conditions specified earlier.

i) **Regular Sets:** Rental charges for the set/s as quoted will be payable from the time of completion of mobilization till the time of de-mobilization during when the tools and equipment of the set/s are in functional condition. At any stage of operation, the operating set/s of tools and equipment including personnel will be paid for the quoted Operating charges in addition to the Rental charges.

ii) **Call Out Set:** At any stage of operation, the operating set of tools and equipment including personnel will be paid for the quoted operating charges only. During non-operating period, only standby charges for the set as quoted will be payable when not used by OIL, but the tools and equipment of the set are in functional condition.

iii) However, detailed charges payable under different conditions will be guided as described under Section- IV (Schedule of Rates).

iv) In case of Lost in Hole situation of contractor's tools/equipment, detailed charges payable shall be as per clause 26.0 in "Special Conditions of Contract".

20.0 (II) OPERATING & RENTAL CHARGES (FOR GROUP-II) :

The Contractor is required to provide tools and equipment including personnel for 4(Four) sets [consisting of 2(two) regular sets for 17½" hole section, 1(one) regular set for 12¼" hole section and 1(one) regular set for 8½" hole section] as per the terms and conditions specified earlier.

i) Rental charges for the set/s as quoted will be payable from the time of completion of mobilization till the time of de-mobilization during when the tools and equipment of the set/s are in functional condition. At any stage of operation, the operating set/s of tools and equipment including personnel will be paid for the quoted Operating charges in addition to the Rental charges.

ii) However, detailed charges payable under different conditions will be guided as described under Section- IV (Schedule of Rates).

iii) In case of Lost in Hole situation of contractor's tools/equipment, detailed charges payable shall be as per clause 26.0 in "Special Conditions of Contract".

21.0 **PERFORMANCE OF WORK:** The Contractor shall submit daily reports to Company detailing progress of different operations as per the Scope of Work every day at 7:00 AM. The Company, at its option may change the periodicity of such reports. In addition, Contractor shall submit the complete job report (with all pertinent details to serve as permanent record) within 15 (fifteen) days from the date of completion of each individual job. The manner and the speed of execution and maintenance of the operations are to be conducted in a manner to the satisfaction of the Company's representative. Should the rate of progress of the operations or any part of them be at any time too slow in the opinion of the Company's representative (to ensure completion of the operations within schedule), Company's representative may so notify the Contractor in writing. The Contractor shall reply to the written notice giving details of the measures, which he proposes to take to expedite the operations. If no satisfactory reply to

Company's notice is received in seven days, Company shall be free to take necessary actions as deemed fit.

- 22.0 **LABOUR:** The recruitment of the labor, if required, 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 laborers should conform to the provisions of labor laws as per Contract Labor (Regulation and Abolition) Act, 1970.

23.0 **PROTECTION OF PROPERTY AND EXISTING FACILITIES:**

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

24.0 CUSTOMS DUTY:

(i) In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022. Similarly, the domestic supply of such goods would attract concessional GST on submission of Essentiality Certificate (EC) issued by DGH in terms of Gazette Notification No. No. 3/2017-Central Tax (Rate) dated 28.06.2017 (and as amended from time to time).

(ii) Contractor should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A alongwith their bid for issuance of requisite undertaking/certificate for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, alongwith the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter/requisite undertaking/certificate. Company shall issue the Recommendatory Letter/ requisite undertaking/certificate provided all the documents submitted by the Contractor are found in order as per contract. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provided the same are included in the Proforma-A submitted by the bidder.

(iii) The required certificate/undertaking for availing concessional duty will be issued by OIL only for those items which are either consumed during the execution of work or for those equipment/tools which are undertaken to be reexported by the bidder. The required certificate/undertaking will not be issued when the bidder imports the equipment/tools on acquisition basis and does not undertake to re-export the same after the completion of the contract.

(iv) The contractor shall be responsible to carry out all the formalities. In case of any mis-declarations or offences committed under the Customs rules and regulations and also allied rules, fine, penalty or any other charges levied by the concerned authorities

on OIL shall be borne by the Contractor including the element of interest on OIL's fund blocked under such circumstances. OIL shall be indemnified by the Contractor against all actions by Govt. or any other agency for acts of commission and omission.

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

(vi) The equipment/tools imported by the Contractor for petroleum operations against the certificate/undertaking provided by OIL shall not be used/deployed by the Contractor for any purpose other than the jobs arising out of the contract awarded by OIL and in the event of equipment/tools being misused or put to use other than specified use, the Contractor shall be liable to pay duty, fine, penalty and other actions taken by the Customs Department and other authorities for violation of the customs rules and regulations and other allied rules.

(vii) OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL.

(viii) All costs of imports and import clearances under the contract shall be borne by the contractor and Company shall not provide any assistance in this regard.

(ix) However, in the event customs duty becomes leviable during the course of Contract arising out of a change in the policy of the Government, the Company shall reimburse the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actual whichever is less, on submission of documentary evidence. However, the Contractor should notify about the change in policy with documentary evidence and obtain Company's consent prior to shipment of the items. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account.

(x) Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help. necessary letter of authority or other relevant documents and necessary help.

(xi) Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have

been consumed in those ML/PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter

25.0 DEMOBILIZATION & RE-EXPORT:

25.1 The Contractor shall arrange for and execute demobilization of their set(s) of Tools/Equipment/Spare/ Accessories/Personnel etc. upon receipt of notice for demobilization from Company. Demobilization shall mean dismantling and removal of its tools/equipment and accessories, including personnel. In case of final demobilization, the set(s) of tools/equipment and accessories including unutilized spares and consumables have to be re-exported at the cost of the Contractor. Re-exporting in case of final demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting of its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting its tools, equipment, accessories, 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/block transfer from Contractor's final settlement of bills and Performance Security.

25.2 In the event all/ part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.

25.3 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the Contract would be re-exported at their own cost after completion of Contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of Contract and their Performance Bank Guarantee will be forfeited.

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

26.0 LOSS OF SUB-SURFACE EQUIPMENT:**(I) LOSS OF SUB-SURFACE EQUIPMENT (GROUP-I):**

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

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

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

iv) Company shall declare the Loss in Hole immediately after the fishing operation is called off upon non-retrieval of the downhole items and intimate the Contractor, so that replacement and claim for the loss of downhole items can be done within the stipulated time. The Contractor should replace the lost tool(s)/equipment within a stipulated time of 30 Days from the date of declaration of Lost in Hole by the Company, failing which Zero rental or Zero Standby Charges will be applicable thereafter. During this period of 30 days, payment at the rate of 50% of the Rental Charges will be payable for the Regular set(s) or 50% of the Standby Charges will be payable for the Callout set from the time of declaration of the LIH only if the backup tool(s)/equipment are in operational conditions. The Company at its discretion may decide on utilization of the set(s) without the back-up tool(s)/equipment considering the operational urgency and in such case only Operating Charges will be paid during operating period [with no rental payment for the Regular set(s)] till the replenishment of tool(s)/equipment by the contractor is done after due inspection and certification by the Company's representative. Beyond the stipulated 30 days period, if Company decides to utilize the back-up set(s) owing to operational urgency, only Operating Charges will be paid during operational period [with no rental payment for the Regular set(s)] till the replenishment of tool(s)/equipment by the Contractor is done after due inspection and certification by the Company's representative. However, during the course of utilization of the back-up tool(s)/equipment, if the same fails to operate, zero rate will be imposed immediately until replacement is provided after due inspection and certification by the Company's representative.

v) If the Contractor fails to replenish the LIH tool(s)/equipment beyond 45 days from the date of declaration of Lost in Hole by the Company, depending on the operational urgency, Company may decide to de-mobilize the set(s) with no additional cost to the Company. Additionally, LD will be levied @0.5% of the annualized contract value for the particular set(s) per week or part thereof of delay subject to maximum of 7.5% of the annualized contract value for the particular set(s). LD will be calculated from next day of issuing of de-mobilization notice by Company. Contractor at its own cost shall re-mobilize the entire set(s) with due intimation and inspection by concerned Company officials.

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

Note: No Mobilization cost will be payable towards replacement of LIH tools. GST, if applicable on LIH tools, will be reimbursed by OIL.

(II) LOSS OF SUB-SURFACE EQUIPMENT (GROUP-II):

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

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

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

iv) Company shall declare the Loss in Hole immediately after the fishing operation is called off upon non-retrieval of the downhole items and intimate the Contractor, so that replacement and claim for the loss of downhole items can be done within the stipulated time. The Contractor should replace the lost tool(s)/equipment within a stipulated time of 30 Days from the date of declaration of Lost in Hole by the Company, failing which Zero rental Charges will be applicable thereafter. During this period of 30 days, payment at the rate of 50% of the Rental Charges will be payable for the set(s) from the time of declaration of the LIH only if the backup tool(s)/equipment are in

operational conditions. The Company at its discretion may decide on utilization of the set(s) without the back-up tool(s)/equipment considering the operational urgency and in such case only Operating Charges will be paid during operating period [with no rental payment for the set(s)] till the replenishment of tool(s)/equipment by the contractor is done after due inspection and certification by the Company's representative. Beyond the stipulated 30 days period, if Company decides to utilize the back-up set(s) owing to operational urgency, only Operating Charges will be paid during operational period [with no rental payment for the set(s)] till the replenishment of tool(s)/equipment by the Contractor is done after due inspection and certification by the Company's representative. However, during the course of utilization of the back-up tool(s)/equipment, if the same fails to operate, zero rate will be imposed immediately until replacement is provided after due inspection and certification by the Company's representative.

v) If the Contractor fails to replenish the LIH tool(s)/equipment beyond 45 days from the date of declaration of Lost in Hole by the Company, depending on the operational urgency, Company may decide to de-mobilize the set(s) with no additional cost to the Company. Additionally, LD will be levied @0.5% of the annualized contract value for the particular set(s) per week or part thereof of delay subject to maximum of 7.5% of the annualized contract value for the particular set(s). LD will be calculated from next day of issuing of de-mobilization notice by Company. Contractor at its own cost shall re-mobilize the entire set(s) with due intimation and inspection by concerned Company officials.

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

Note: No Mobilization cost will be payable towards replacement of LIH tools. GST, if applicable on LIH tools, will be reimbursed by OIL.

27.0 DOCUMENTATION OF LOSS:

Whenever any loss to any of the Contractor's tools(s)/equipment occurs, as stated in Clause-26.0 above, the Contractor shall immediately notify the same to OIL describing the loss. Whenever the Contractor makes any claim pursuant to the provisions under the above Clause, the Contractor shall furnish in support thereof as noted below:

- a) List of the Equipment lost.
- b) Particulars of import, Customs assessed Bill of entry & invoices.
- c) Vouchers, invoices or any other documents indicating the date of first use of the Equipment in India.
- d) Documentary evidence/self-declaration/undertaking as per Format stating that the particular tool(s)/equipment in question is/are not covered by Contractor's insurance.

28.0 DATA INTERPRETATION:

Since all data interpretations are based on inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of Gross Negligence and Willful Misconduct on

Contractor's or his Sub-Contractor(s)'s part, for any loss, cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any consequential loss or damages on this account except in case of Gross Negligence and Willful Misconduct.

29.0 DATA HANDLING AND LIABILITY:

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

30.0 CONFIDENTIALITY:

a) During this Contract, Contractor 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 Company. Such information and data shall be held by the Contractor, 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.

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

- i) Is, at the time of disclosure, known to the public;
- ii) Lawfully becomes at a later date known to the public through no fault of Contractor;
- iii) Is lawfully possessed by Contractor before receipt thereof from Company;
- iv) Is disclosed to Contractor in good faith by a third party who has an independent right to such information;
- v) Is required to be produced by the Contractor before competent authorities or by court order.

Note: This clause shall survive beyond 5(five) years after expiry/termination of the contract.

31.0 FISHING:

In the event of any of the Contractor's Tool(s)/Equipment is/are lost/stuck in the well or at Site, then the Company shall, at its expenses, attempt to recover or retrieve the same, irrespective of cause.

As and when the Company decides to fish for any of the Contractor's Tool(s)/Equipment, then the Company shall have full responsibility and liability for such Operations but the Contractor shall render assistance in an advisory capacity at all times in connection with such fishing operations. It is expressly understood between the Parties that the

Contractor's personnel are not authorized or entitled to do anything other than to advise the Company in connection with such fishing operations and about any fishing tools which may be furnished by the Contractor at the Company's request. Furnishing of such fishing tools is solely as accommodation to the Company and the Contractor shall not be responsible or liable for any loss or damage which may result with the use of such tools or by reason of any advice or assistance provided to the Company by the Contractor or its personnel regardless of the cause of such loss.

The Contractor would be required to provide retrieving fishing tools for their nonstandard size tubulars/tool(s)/equipment if any, apart from the list of tubulars available with OIL as furnished in **Annexure B**.

32.0 RADIO ACTIVE SOURCES:

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

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

33.0 POLLUTION & CONTAMINATION:

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

i) The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface. Contractor shall protect, defend and save the Company harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Company assumes liability in terms of Sub-clause (ii) below.

ii) The Company shall assume all responsibility for all other pollution and contamination (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor assumes liability in terms of Sub-clause (i) above.

iii) In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be

considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

34.0 LIABILITY FOR THE WELL OR RESERVOIR:

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

- i) Any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or
- ii) Blowout, fire, explosion or any other uncontrolled well condition; and/or
- iii) Damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or
- iv) Any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations;
- v) Third party liabilities arising out of the above irrespective of the cause and the Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its Sub-Contractors, its agents and its parents, subsidiaries and affiliates, its other Contractors and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgments of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favor of any person, party or entity, resulting from any of the above, including costs incurred by Company in this respect.

- Provided that such loss, damage etc. as stated in (i) to (iv) above is not caused on account of wilful misconduct or gross negligence of the Contractor or its personnel/sub-contractors of any tier/agents/invitees/consultants or parties associated with the contractor.

35.0 HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

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

35.1 The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory

Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.

35.2 The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.

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

35.3 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.

35.4 The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

35.5 Statutory forms to be maintained, as applicable, in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.

35.6 As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format.

35.7 The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

35.8 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year.

35.9 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.

35.10 The health check-up of Contractor's personnel is to be done by the Contractor in OIL empaneled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.

35.11 All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

35.12 Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the

job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

35.13 Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).

35.14 Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.

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

35.16 Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.

35.17 The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

35.18 The Contractor personnel shall attend daily meeting and monthly pit level meeting headed by the OIL Engineer. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.

35.19 After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged

in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.

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

35.21 OIL will communicate all information to the Contractor or his authorized representative only.

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

35.23 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.

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

35.25 Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.

35.26 The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.

35.27 The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

35.28 Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).

35.29 All Lifting equipment of the Contractor shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.

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

35.31 The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.

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

35.33 Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.

35.34 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.

35.35 The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

35.36 In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the contract.

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

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

36.0 LIMITATION OF LIABILITY:

Notwithstanding any other provisions herein to the contrary, except only in cases of willful 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, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Company.

(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 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

(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.

37.0 INTELLECTUAL PROPERTY:

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

38.0 IP INFRINGEMENT:

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

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

39.0 SECRECY:

Contractor shall during the tenure of the Contract and at anytime thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorized in writing by Company, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through Contractor or its personnel or authorized Sub-Contractors or agents. Contractor shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall Contractor divulge any information about the location of the work area of part thereof. Contractor shall not also destroy any report, note and technical data relating to the operation/work and not required by OIL. The obligation is continuing one and shall survive after the completion/termination of this agreement.

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

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

the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

(i) Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller).

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

SCHEDULE OF RATE

DESCRIPTION OF WORK/SERVICE: Hiring of Directional Drilling Services with SDMM/RSS-MWD/LWD-JAR with Collar based MWD/LWD Tools for a period of 4 (four) years.

Item No.	Description of Services	UOM	Estimated Quantity
<u>GROUP-I</u>			
A. For 12¼” Hole Section with RSS (2 units)			
1.0	Mobilization Charges of Tools & Equipment including Personnel		
1.1	RSS with Accessories	NO (Number)	2
1.2	MWD package	NO (Number)	2
1.3	LWD - Resistivity Tool	NO (Number)	2
1.4	Drilling Jar	NO (Number)	2
2.0	De-Mobilization Charges of Tools & Equipment including Personnel		
2.1	RSS with Accessories	NO (Number)	2
2.2	MWD package	NO (Number)	2
2.3	LWD - Resistivity Tool	NO (Number)	2
2.4	Drilling Jar	NO (Number)	2
3.0	Operating Charges of Tools & Equipment including Personnel		
3.1	RSS with Accessories	DAY	2,080
3.2	MWD package	DAY	2,080
3.3	LWD - Resistivity Tool	DAY	2,080
3.4	Drilling Jar	DAY	2,080

4.0	Rental Charges of Tools & Equipment including Personnel		
4.1	RSS with Accessories	DAY	2,920
4.2	MWD package	DAY	2,920
4.3	LWD - Resistivity Tool	DAY	2,920
4.4	Drilling Jar	DAY	2,920
B. For 8½” Hole Section with RSS (2 Units)			
1.0	Mobilization Charges of Tools & Equipment including Personnel		
1.1	RSS with Accessories	NO (Number)	2
1.2	MWD package	NO (Number)	2
1.3	LWD - Resistivity Tool	NO (Number)	2
1.4	Drilling Jar	NO (Number)	2
1.5	LWD-(Neutron Porosity & Azimuthal Density with imaging & caliper)	NO (Number)	2
2.0	De-Mobilization Charges of Tools & Equipment including Personnel		
2.1	RSS with Accessories	NO (Number)	2
2.2	MWD package	NO (Number)	2
2.3	LWD - Resistivity Tool	NO (Number)	2
2.4	Drilling Jar	NO (Number)	2
2.5	LWD-(Neutron Porosity & Azimuthal Density with imaging & caliper)	NO (Number)	2
3.0	Operating Charges of Tools & Equipment including Personnel		
3.1	RSS with Accessories	DAY	2,080
3.2	MWD package	DAY	2,080

3.3	LWD - Resistivity Tool	DAY	2,080
3.4	Drilling Jar	DAY	2,080
3.5	LWD-(Neutron Porosity & Azimuthal Density with imaging & caliper)	DAY	2,080
4.0	Rental Charges of Tools & Equipment including Personnel		
4.1	RSS with Accessories	DAY	2,920
4.2	MWD package	DAY	2,920
4.3	LWD - Resistivity Tool	DAY	2,920
4.4	Drilling Jar	DAY	2,920
4.5	LWD-(Neutron Porosity & Azimuthal Density with imaging & caliper)	DAY	2,920
C. For 6" Hole Section with Powered RSS (1 Call out Set)			
1.0	Mobilization Charges of Tools & Equipment including Personnel		
1.1	POWERED RSS with Accessories	NO (Number)	18
1.2	MWD package	NO (Number)	18
1.3	LWD - Resistivity Tool	NO (Number)	18
1.4	Drilling Jar	NO (Number)	18
1.5	LWD (Neutron Porosity & Azimuthal Density with imaging & caliper)	NO (Number)	18
2.0	De-Mobilization Charges of Tools & Equipment including Personnel		
2.1	POWERED RSS with Accessories	NO (Number)	18
2.2	MWD package	NO (Number)	18
2.3	LWD - Resistivity Tool	NO (Number)	18
2.4	Drilling Jar	NO (Number)	18

2.5	LWD (Neutron Porosity & Azimuthal Density with imaging & caliper)	NO (Number)	18
3.0	Operating Charges of Tools & Equipment including Personnel		
3.1	POWERED RSS with Accessories	DAY	360
3.2	MWD package	DAY	360
3.3	LWD - Resistivity Tool	DAY	360
3.4	Drilling Jar	DAY	360
3.5	LWD (Neutron Porosity & Azimuthal Density with imaging & caliper)	DAY	360
4.0	Stand-by Charges of Tools & Equipment including Personnel		
4.1	POWERED RSS with Accessories	DAY	360
4.2	MWD package	DAY	360
4.3	LWD - Resistivity Tool	DAY	360
4.4	Drilling Jar	DAY	360
4.5	LWD (Neutron Porosity & Azimuthal Density with imaging & caliper)	DAY	360
<u>GROUP-II</u>			
A. For 17½" Hole Section with SDMM (2 Set)			
1.0	Mobilization Charges of Tools & Equipment including Personnel		
1.1	SDMM with Stabilizers & Accessories	NO (Number)	2
1.2	MWD package	NO (Number)	2
1.3	Drilling Jar	NO (Number)	2
2.0	De-Mobilization Charges of Tools & Equipment including Personnel		
2.1	SDMM with Stabilizers & Accessories	NO (Number)	2

2.2	MWD package	NO (Number)	2
2.3	Drilling Jar	NO (Number)	2
3.0	Operating Charges of Tools & Equipment including Personnel		
3.1	SDMM with Stabilizers & Accessories	DAY	2,100
3.2	MWD package	DAY	2,100
3.3	Drilling Jar	DAY	2,100
4.0	Rental Charges of Tools & Equipment including Personnel		
4.1	SDMM with Stabilizers & Accessories	DAY	2,920
4.2	MWD package	DAY	2,920
4.3	Drilling Jar	DAY	2,920
B. For 12¼" Hole Section with SDMM (1 Set)			
1.0	Mobilization Charges of Tools & Equipment including Personnel		
1.1	SDMM with Stabilizers & Accessories	NO (Number)	1
1.2	MWD package	NO (Number)	1
1.3	LWD - Resistivity Tool	NO (Number)	1
1.4	Drilling Jar	NO (Number)	1
2.0	De-Mobilization Charges of Tools & Equipment including Personnel		
2.1	SDMM with Stabilizers & Accessories	NO (Number)	1
2.2	MWD package	NO (Number)	1
2.3	LWD - Resistivity Tool	NO (Number)	1
2.4	Drilling Jar	NO (Number)	1

3.0	Operating Charges of Tools & Equipment including Personnel		
3.1	SDMM with Stabilizers & Accessories	DAY	1,040
3.2	MWD package	DAY	1,040
3.3	LWD - Resistivity Tool	DAY	1,040
3.4	Drilling Jar	DAY	1,040
4.0	Rental Charges of Tools & Equipment including Personnel		
4.1	SDMM with Stabilizers & Accessories	DAY	1,460
4.2	MWD package	DAY	1,460
4.3	LWD - Resistivity Tool	DAY	1,460
4.4	Drilling Jar	DAY	1,460
C. For 8½” Hole Section with SDMM (1 Set)			
1.0	Mobilization Charges of Tools & Equipment including Personnel		
1.1	SDMM with Stabilizers & Accessories	NO (Number)	1
1.2	MWD package	NO (Number)	1
1.3	LWD - Resistivity Tool	NO (Number)	1
1.4	Drilling Jar	NO (Number)	1
2.0	De-Mobilization Charges of Tools & Equipment including Personnel		
2.1	SDMM with Stabilizers & Accessories	NO (Number)	1
2.2	MWD package	NO (Number)	1
2.3	LWD - Resistivity Tool	NO (Number)	1
2.4	Drilling Jar	NO (Number)	1

3.0	Operating Charges of Tools & Equipment including Personnel		
3.1	SDMM with Stabilizers & Accessories	DAY	1,040
3.2	MWD package	DAY	1,040
3.3	LWD - Resistivity Tool	DAY	1,040
3.4	Drilling Jar	DAY	1,040
4.0	Rental Charges of Tools & Equipment including Personnel		
4.1	SDMM with Stabilizers & Accessories	DAY	1,460
4.2	MWD package	DAY	1,460
4.3	LWD - Resistivity Tool	DAY	1,460
4.4	Drilling Jar	DAY	1,460
1. Tenure of Agreement: 04 (Four) years			
2. Mobilisation Period: 60 (Sixty) days from the date of issue of Mobilization Notice.			

1.0 (I) The bidders must quote the rates in their price bids as per the attached Price-Bid Format Proforma-B1 for Group-I. The payment shall be made for the actual work done. All Day Rate Charges shall be pro-rated to the nearest quarter of an hour.

1.0 (II) The bidders must quote the rates in their price bids as per the attached Price-Bid Format Proforma-B2 for Group-II. The payment shall be made for the actual work done. All Day Rate Charges shall be pro-rated to the nearest quarter of an hour.

2.0 MOBILIZATION CHARGES OF TOOLS AND EQUIPMENT INCLUDING PERSONNEL:

2.1 Mobilization charges as lump sum amount against individual set of tools and equipment including personnel will be payable when all tools and equipment (free of defects/ encumbrances) and OIL approved operating personnel for that particular set are positioned at Company's designated site and duly certified by the Company representative regarding readiness of the tools, equipment and personnel to undertake/commence the work assigned under the contract which shall be no later than 03 working days from the date of arrival.

Note: OIL will certify within 03 working days for mobilization.

- However, for successive mobilizations for the callout set (For Group-I), certification will not be necessary, but OIL may inspect the tools/equipment for each mobilization.
- 2.2 Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize the equipment to the mobilization point as decided by OIL and should include all duties including all local and foreign taxes, port fees/charges including demurrage (if any) and inland transport to the mobilization point as decided by OIL etc., (on the items declared in Proforma-A), except customs duty, which will be to OIL's account, if applicable.
- 2.3 Deleted
- 2.4 Mobilization charge shall not be released only on the basis of arrival of individual tool/equipment, although there will be individual mobilization charges (lump sum) for different tools/equipment. Mobilization will be considered to be completed only after following conditions from (a) to (e) (without any exception) are met with.
- a) All tools & equipment (surface & sub surface) as per contractual obligation (technical Specification & quantity wise) arrive at OIL's designated site, unless specified otherwise by OIL.
 - b)
 - i) For Group-I: All tools & equipment arrive at OIL's designated site as per "Special Conditions of Contract", in Section-III, Clause No. 2.0(i)(I) for commencing directional drilling activity.
 - ii) For Group-II: All tools & equipment arrive at OIL's designated site as per "Special Conditions of Contract", in Section-III, Clause No. 2.0(i)(II) for commencing directional drilling activity.
 - c) All relevant documents (technical specification, drawing, vintage, Make, Model etc.) of each & every tool & equipment are to be made available (as per contractual obligation) by Contractor for scrutiny by OIL.
 - d) All relevant documents are found to be technically acceptable by OIL on scrutiny.
 - e) Company issues "acceptance/clearance certificate" for tools & equipment in writing. This "acceptance/clearance" certificate will be provisional in nature till performances of tools/equipment are established in operation.

Note: The above clause is to be read in conjunction with clause 2.5 below regarding acceptance of set after passing the 1st test on the Rig.

- 2.5 For the purpose of Liquidated damage (LD), the Mobilization would be deemed complete for a particular set of Tools & Equipment including personnel belonging to any hole section on the date as per 2.4 above, only if the Main or Back-up Tools & equipment passes the first Surface Test on the Rig. Otherwise, Mobilization would be deemed complete only when the Main or Back-up Tools & Equipment passes the first Surface test on the Rig on subsequent date. For the purpose of Payment, Mobilization for a particular set of Tools & Equipment including personnel belonging to any hole section would

be deemed complete after issuance of acceptance/clearance certificate from the Company, if it passes the first Surface test and work commences smoothly. If it fails on the first Surface test, Mobilization will be considered complete on acceptance of the Main or Back-up Tools & Equipment on subsequent test.

2.6 (I) For Group-I: The quoted total Mobilization charges per unit set (including callout set) for each hole section shall not exceed 1% of the quoted total value per unit set of the respective hole section in the Price Bid for Group-I. However, the total Mobilization charges per unit set (including callout set) for each hole section if quoted in excess of 1% of the total quoted value per unit set of each respective hole section in the Price Bid, the excess amount shall be paid at the end of the contract.

2.6 (II) For Group-II: The quoted total Mobilization charges per unit set for each hole section shall not exceed 1% of the quoted total value per unit set of the respective hole section in the Price Bid for Group-II. However, the total Mobilization charges per unit set for each hole section if quoted in excess of 1% of the total quoted value per unit set of each respective hole section in the Price Bid, the excess amount shall be paid at the end of the contract.

2.7 Each down hole tool/equipment should have sufficient number of back- up tool/equipment/spares/consumables for ensuring un-interrupted directional drilling activity.

3.0 DE-MOBILIZATION CHARGES OF TOOLS AND EQUIPMENT INCLUDING PERSONNEL:

3.1(I) For Group-I : The Contractor shall arrange for and execute demobilization of their Tools/Equipment/Spares/Accessories etc. (one or more sets), upon receipt of notice from the Company. Contractor shall bear all such costs/charges, if any, towards De-mobilization of the same from drilling location to Contractor's base and the same will be guided by as per "Special Conditions of Contract" in Section-III, Clause No.11.0 (I) for Group-I.

3.1(II) For Group-II : The Contractor shall arrange for and execute demobilization of their Tools/Equipment/Spares/Accessories etc. (one or more sets), upon receipt of notice from the Company. Contractor shall bear all such costs/charges, if any, towards De-mobilization of the same from drilling location to Contractor's base and the same will be guided by as per "Special Conditions of Contract" in Section-III, Clause No.11.0 (II) for Group-II.

3.2 All rates on Tools/Equipment/Spare/Accessories etc. shall cease to exist with effect from the day the Contractor is issued de-mobilization notice by Company. No charges whatsoever will be payable with effect from the date of notice for demobilization.

3.3 Company shall give notice to Contractor to commence demobilization. This shall be applicable with immediate effect. No other charges shall be payable after issuance of de-mobilization letter. However, after issue of demobilization notice by the Company (final demobilization notice in case of Callout set), the Contractor shall ensure that demobilization is completed and Company's worksite is cleared-off Contractor's property within 21 (twenty one) days from

the date of demobilization/final demobilization notice from the Company, failing which, de-mobilization charge may be held up.

- 3.4 Demobilization charges will be payable on clearance of all the equipment from Indian Port/ Custom authorities for re-export of equipment to Contractor's base. However, OIL shall not be obliged to pay demobilization charges of tools and equipment, if on completion/termination of Contract, Contractor does not remove their tools from the area of last operation of Company's designated Rig/Site within 21 (twenty one) days and also if the Contractor commences operation against any other contract(s) for other operators. All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India will be to Contractor's account.
- 3.5 Upon completion of duration of the contract, the contractor shall submit their last invoice for payment along with any document(s) as required by the Indian laws and asked for by the Company to enable release of payment.
- 3.6 (I) **For Group-I :** The quoted total De-Mobilization charges per unit set (including callout set) for each hole section of Group-I shall not be less than 1% of the quoted total value per unit set of the respective hole section in the Price Bid for Group-I. However, the quoted total De-Mobilization charges per unit set (including callout set) for each hole section if quoted in deficit or less than 1% of the quoted total value per unit set of each respective hole section in the Price Bid, the deficit amount will be paid at the end of the contract along with the final De-mobilization Charges.
- 3.6 (II) **For Group-II :** The quoted total De-Mobilization charges per unit set for each hole section of Group-II shall not be less than 1% of the quoted total value per unit set of the respective hole section in the Price Bid for Group-II. However, the quoted total De-Mobilization charges per unit set for each hole section if quoted in deficit or less than 1% of the quoted total value per unit set of each respective hole section in the Price Bid, the deficit amount will be paid at the end of the contract along with the final De-mobilization Charges.

4.0 OPERATIONAL CHARGES OF TOOLS & EQUIPMENT INCLUDING PERSONNEL:

- 4.1 (I) **For Group-I :** Under the contract, the Contractor shall be entitled to operational day rate charges as detailed below. These rates are inclusive of spares etc., if required (including spares for running repairs and maintenance of RSS-POWERED RSS-MWD-LWD-JAR etc.) for the successful completion of the work.
- 4.1 (II) **For Group-II :** Under the contract, the Contractor shall be entitled to operational day rate charges as detailed below. These rates are inclusive of spares etc., if required (including spares for running repairs and maintenance of SDMM-MWD-LWD-JAR etc.) for the successful completion of the work.
- 4.2 (I) **For Group-I :** Operational Day Rate Charges shall be payable for all tools and equipment of the Contractor for the period the tools and equipment are in operational mode from the time of successful completion of Surface Testing (as defined below) of Contractor's BHA (consisting of downhole tools/equipment)

after lowering it below rotary table (BRT) in the well and till the same is pulled out of hole. This period will be considered as **operating period** and shall be pro-rated to the nearest quarter of an hour.

SURFACE TESTING: Surface Testing is defined as function testing of Contractor's BHA components consisting of downhole tools and equipment after lowering it below rotary table (BRT).

FOR REGULAR SETS :

RENTAL CHARGES SHALL BE PAYABLE FROM THE TIME OF COMPLETION OF MOBILIZATION TILL THE TIME OF DE-MOBILIZATION DURING WHEN THE TOOLS AND EQUIPMENT ARE IN FUNCTIONAL CONDITION.

DURING APPLICABLE OPERATING PERIOD MENTIONED ABOVE, OPERATING CHARGES SHALL BE PAYABLE IN ADDITION TO THE RENTAL CHARGES.

FOR CALLOUT SET :

DURING APPLICABLE OPERATING PERIOD MENTIONED ABOVE, ONLY OPERATING CHARGES SHALL BE PAYABLE AND NO OTHER CHARGES SHALL BE APPLICABLE. DURING NON-OPERATING PERIOD, ONLY STANDBY CHARGES SHALL BE PAYABLE.

BIDDER SHOULD TAKE ABOVE INTO CONSIDERATION AND QUOTE ACCORDINGLY.

- 4.2 (II) For Group-II :** Operational Day Rate Charges shall be payable for all tools and equipment of the Contractor for the period the tools and equipment are in operational mode from the time of successful completion of Surface Testing (as defined below) of Contractor's BHA (consisting of downhole tools/equipment) after lowering it below rotary table (BRT) in the well and till the same is pulled out of hole. This period will be considered as **operating period** and shall be pro-rated to the nearest quarter of an hour.

SURFACE TESTING: Surface Testing is defined as function testing of Contractor's BHA components consisting of downhole tools and equipment after lowering it below rotary table (BRT).

RENTAL CHARGES SHALL BE PAYABLE FROM THE TIME OF COMPLETION OF MOBILIZATION TILL THE TIME OF DE-MOBILIZATION DURING WHEN THE TOOLS AND EQUIPMENT ARE IN FUNCTIONAL CONDITION.

DURING APPLICABLE OPERATING PERIOD MENTIONED ABOVE, OPERATING CHARGES SHALL BE PAYABLE IN ADDITION TO THE RENTAL CHARGES.

BIDDER SHOULD TAKE ABOVE INTO CONSIDERATION AND QUOTE ACCORDINGLY.

- 4.3 (I) For Group-I :** Operating Charges shall be paid during stuck up/ fishing operation for the first 36 (thirty six) hours, per occurrence, beyond which

only Rental Charges shall be payable for the Regular set(s) and only Standby Charges shall be payable for the Callout set for Group-I. Rental or Standby Charges shall be paid according to the LIH clause no. 26.0 in "Special Conditions of Contract" from the time OIL decides to call off fishing operations to recover Contractor's tool/ equipment from hole and notifies Contractor accordingly.

4.3 (II) For Group-II : Operating Charges shall be paid during stuck up/ fishing operation for the first 36 (thirty six) hours, per occurrence, beyond which only Rental Charges shall be payable for the set(s) for Group-II. Rental Charges shall be paid according to the LIH clause no. 26.0 in "Special Conditions of Contract" from the time OIL decides to call off fishing operations to recover Contractor's tool/ equipment from hole and notifies Contractor accordingly.

4.4 However, during the stuck situation, operating rates will continue to be paid for the Jar pertaining to the fact that it is well established to the satisfaction of OIL that the Jar is firing. If the jar fails to operate due to any reasons, Clause 4.3 (I) for Group-I / 4.3 (II) for Group-II above will also be applicable to Jar.

4.5 (I) For Group-I : Operating Charges shall be payable with Tools/equipment in hole for the first 36 (thirty six) hours, per occurrence, in case drilling is stopped due to well activity and mud loss conditions. Rental Charges only shall be payable for the Regular set(s) and Standby Charges only shall be payable for the Callout set beyond 36 (thirty six) hours for Group-I till normal operation is resumed.

4.5 (II) For Group-II : Operating Charges shall be payable with Tools/equipment in hole for the first 36 (thirty six) hours, per occurrence, in case drilling is stopped due to well activity and mud loss conditions. Rental Charges only shall be payable for the set(s) beyond 36 (thirty six) hours for Group-II till normal operation is resumed.

4.6 (I) For Group-I : Operating Charges shall be payable with Tools/equipment in hole for the first 36 (thirty six) hours, per occurrence, in case drilling is stopped due to major rig maintenance. Rental Charges only shall be payable for the Regular set(s) and Standby Charges only shall be payable for the Callout set beyond 36 (thirty six) hours for Group-I till normal operation is resumed.

4.6 (II) For Group-II : Operating Charges shall be payable with Tools/equipment in hole for the first 36 (thirty six) hours, per occurrence, in case drilling is stopped due to major rig maintenance. Rental Charges only shall be payable for the set(s) beyond 36 (thirty six) hours for Group-II till normal operation is resumed.

4.7 In the event the Contractor's operating crew is not available for operation at rig site at any point of time during the period of contract (when tools are below rotary table), no payment shall be made for such period.

- 4.8 Operating Charges shall not be payable for any tools/equipment of BHA if it fails to function below Rotary Table after "Surface Testing", from the time the failure is detected.
- 4.9 (I) For Group-I :** Zero Rate will be applicable for entire Bottom Hole Assembly including Surface unit, in case of discontinuation/ suspension of normal operation (drilling or round trip) leading to pulling out of drill string due to malfunctioning of any one component (i.e. MWD or LWD or RSS or POWERED RSS or Jar) of BHA. Operating rate for entire Bottom Hole Assembly including Surface unit will cease to be paid under this circumstance.
- 4.9 (II) For Group-II :** Zero Rate will be applicable for entire Bottom Hole Assembly including Surface unit, in case of discontinuation/ suspension of normal operation (drilling or round trip) leading to pulling out of drill string due to malfunctioning of any one component (i.e. MWD or LWD or SDMM or Jar) of BHA. Operating rate for entire Bottom Hole Assembly including Surface unit will cease to be paid under this circumstance.
- 4.10 Under above circumstances, Zero rate will continue for entire Bottom Hole Assembly including Surface unit for the period starting with pulling out from particular depth through running in till normal (identical) operation is resumed at the same depth. However, any shut down period (such as crew shortage, machinery failure, rig repairing, local bandh etc.) owing to OIL or other reasons (not attributable to Contractor's fault) during the zero rate period will be appropriately deducted from zero rate period.
- 4.11 Selective Zero rate will be applicable only for those malfunctioning components of BHA, when normal operation (drilling or round-trip) is continued with other functional components of BHA. The Selective Zero rate for non-functional tool(s) will continue from the time of fault detection (down hole) till the drill string is pulled out of hole after completion of normal operation. The functional components of BHA including Surface unit will continue to be paid operating rate under such circumstances.
- 4.12 (I) For Group-I :** The Operating charges will be applicable as per "Special Conditions of Contract" in Section-III, Clause No. 20.0 (I) for Group-I.
- 4.12 (II) For Group-II :** The Operating charges will be applicable as per "Special Conditions of Contract" in Section-III, Clause No. 20.0 (II) for Group-II.
- 5.0 RENTAL CHARGES OF TOOLS & EQUIPMENT INCLUDING PERSONNEL (FOR THE REGULAR SETS):**

- 5.1 Rental charges for the tools & equipment including personnel will be applicable from the time of completion of mobilization till the time of de-mobilization of the tools and equipment of the set/sets.
- 5.2 For Rental charges to be applicable, the tools/equipment has to be in fully operating condition. Repair and preventive maintenance to be carried out with prior permission from OIL.
- 5.3 Rental charges shall not be payable once the de-mobilization notice is issued by OIL for any tool(s)/equipment including personnel.

- 5.4 If the Contractor withdraws the whole or part of the tools/equipment or any personnel resulting in breakdown of operation, Zero Rate will be paid.
- 5.5 Rental charges for complete consignment of Tools/Equipment for the Regular set(s) will continue to be payable during "Dismantling of Contractor's facility in one location, Inter-Location movement, Re-Installation & Re-Commissioning of Contractor's facility in next location".
- 5.6 Rental charges includes supply of spares & consumables, replacement/maintenance cost and any other operational requirement if any during the contractual period. The Contractor must maintain minimum stock of any such regularly required items at the drilling site under their possession to ensure uninterrupted service.
- 5.7 All other necessary equipment, tools and accessories etc. will be provided by the Contractor for due performance of the intended services without any additional charges to Company.
- 5.8 Rental charges will be payable for full day or part thereof on pro-rata basis up to the nearest quarter of an hour.
- 5.9 If, Contractor's tools/equipment fails to perform, for any reason, attributable to the Contractor in the duration of operation, then no Rental charges for the tools/equipment including personnel shall become payable until the equipment/tool is put back into operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.
- 5.10 If a particular tool/equipment including back-up tool/equipment is found to be non-functional during operation in first well after initial mobilization thereby causing total shut down of operation, in that case neither operating rate nor rental charges shall be applicable from the date of receipt of entire consignment of different tools/equipment at OIL designated site. Also, the Contractor shall commit themselves to replace the defective tool(s)/equipment with the same specification (as per contract) within a very short period.
- 5.11 Contractor can withdraw their personnel during non-operating period at their own cost, subjected to ensuring their availability once operation starts.
- 5.12 (I) For Group-I :** The quoted unit Rental rate of each tool/equipment including personnel for the Regular set(s) for Group-I must not exceed 40% of the corresponding quoted unit Operating rate for the respective tool/equipment including personnel in the Price Bid for Group-I.
- 5.12 (II) For Group-II :** The quoted unit Rental rate of each tool/equipment including personnel for the Regular set(s) for Group-II must not exceed 40% of the corresponding quoted unit Operating rate for the respective tool/equipment including personnel in the Price Bid for Group-II.

Note: If the Rental Charge is quoted beyond 40% of the corresponding Operating Charge, the bid will be evaluated considering their quoted Rental Charge only. However, if the bidder emerges as the successful bidder, the contract shall be awarded and payment shall be made limiting the Rental Charge to 40% of the

corresponding Operating Charge, where rental charge is quoted beyond the prescribed limit.

5.13 **(I) For Group-I :** The Rental charges will be applicable as per "Special Conditions of Contract" in Section-III, Clause No. 20.0 (I) for Group-I.

5.13 **(II) For Group-II :** The Rental charges will be applicable as per "Special Conditions of Contract" in Section-III, Clause No. 20.0 (II) for Group-II.

6.0 (I) For Group-I : STANDBY CHARGES OF TOOLS & EQUIPMENT INCLUDING PERSONNEL (FOR THE CALLOUT SET) :

- 6.1 Stand by charges for tools & equipment including personnel for the Callout set will be applicable for non-operating period of tools & equipment. Once the operating day rate is applicable no Stand by charges will be payable for tools/equipment and personnel.
- 6.2 During Stand by period, the tools/equipment has to be in fully operating condition. Repair and preventive maintenance to be carried out with prior permission from OIL.
- 6.3 Stand by charges shall not be payable once the de-mobilization notice is issued by OIL for any tools/equipment including personnel.
- 6.4 Stand by charges shall be applicable for any tools/equipment of Contractor's BHA including personnel during the period it lies on surface and during surface testing of same after lowering it below rotary table.
- 6.5 If the Contractor withdraws the whole or part of the tools/equipment or any personnel resulting in breakdown of operation, zero Rate will be paid.
- 6.6 Stand by charges for complete consignment of Tools/Equipment will continue to be payable during "Dismantling of Contractor's facility in one location, Inter-Location movement, Re-Installation & Re-Commissioning of Contractor's facility in next location".
- 6.7 Stand by charges includes supply of spares & consumables, replacement/maintenance cost and any other operational requirement if any during the contractual period. The Contractor must maintain minimum stock of any such regularly required items at the drilling site under their possession to ensure uninterrupted service.
- 6.8 All other necessary equipment, tools and accessories etc. will be provided by the Contractor for due performance of the intended services without any additional charges to Company.
- 6.9 Stand by charges will be payable for full day or part thereof on pro-rata basis up to the nearest quarter of an hour.
- 6.10 If, Contractor's tools/equipment fails to perform, for any reason, attributable to the Contractor in the duration of operation, then no Standby charges for the down hole tools/equipment including personnel shall become payable until the equipment/tool is put back into operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.

- 6.11 If a particular tool/equipment including back-up tool/equipment is found to be non-functional during operation in first well after initial mobilization thereby causing total shut down of operation, in that case neither operating rate nor standby charges shall be applicable from the date of receipt of entire consignment of different tool/equipment at OIL designated site. Also, the Contractor shall commit themselves to replace the defective tool/equipment with the same specification (as per contract) within a very short period.
- 6.12 Contractor can withdraw their personnel during non-operating period at their own cost, subjected to ensuring their availability once operation starts.
- 6.13 The quoted unit Standby rate of each tool/equipment including personnel for the callout set for Group-I must not exceed 50% of the corresponding quoted unit Operating rate for the respective tool/equipment including personnel in the Price Bid for Group-I.

Note: *If any bidder quotes the Standby rate more than 50% percent of the corresponding Operating Charge, then their bid shall be evaluated considering their quoted Standby Charge only. However, if the bidder emerges as the successful bidder, the contract shall be awarded limiting the Standby rate to 50% of the corresponding Operating Charge, where Standby rate is quoted beyond the prescribed limit.*

- 6.14 The Standby charges will be applicable as per "Special Conditions of Contract" in Section-III, Clause No. 20.0 (I) for Group-I.

7.0 FORCE MAJEURE RATE:

- 7.1 Force majeure conditions are defined in Clause 31.0 of Section -I, "General Conditions of Contract".

7.2 (I) For Group-I : All rates shown in Schedule of Rates shall be restricted to 50% of Rental or Standby charges of the respective set(s) as applicable for Group-I, for the service being provided by the Contractor at the time of occurrence of 'force majeure' condition irrespective of the operation being carried out. This will be considered as FORCE MAJEURE RATE under all conditions for Group-I.

7.2 (II) For Group-II : All rates shown in Schedule of Rates shall be restricted to 50% of Rental charges of the respective set(s) for Group-II, for the service being provided by the Contractor at the time of occurrence of 'force majeure' condition irrespective of the operation being carried out. This will be considered as FORCE MAJEURE RATE under all conditions for Group-II.

- 7.3 The Force Majeure Rate shall be payable during the first 15 (fifteen) days period of force majeure situation in case of all operations. No payment shall apply after expiry of 15 (fifteen) days force majeure period, unless otherwise agreed to.

8.0 ZERO RATE:

8.0 I) ZERO RATE FOR GROUP-I:

Notwithstanding any provision in the contract, no charges (rental or standby or operating charges for tools/equipment including personnel) shall be payable for the period, the job or activity assigned to the Contractor is halted/suspended due to default on the part of the Contractor as a result of break-down/non-availability of Contractor's tools/equipment, non-availability of spare parts/consumables for Contractor's tools/equipment, non-availability of Contractor's key personnel or for any other reason whatsoever attributable to the Contractor.

8.0 II) ZERO RATE FOR GROUP-II:

Notwithstanding any provision in the contract, no charges (rental or operating charges for tools/equipment including personnel) shall be payable for the period, the job or activity assigned to the Contractor is halted/suspended due to default on the part of the Contractor as a result of break-down/non-availability of Contractor's tools/equipment, non-availability of spare parts/consumables for Contractor's tools/equipment, non-availability of Contractor's key personnel or for any other reason whatsoever attributable to the Contractor.

9.0 GENERAL NOTES:

- 9.1 Bidders should indicate the name and address of their Indian agent if any and also should specify the percentage of commission if any involved and it should be included in the quoted rates. In case no Indian agent commission is involved then should be shown as "NIL".
- 9.2 Bidder should submit the list of items with CIF value to be imported into India in connection with execution of this contract as per Proforma-A.
- 9.3 From the Proforma-A, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported outside India after completion of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (RE-EX).
- 9.4 Similarly from the Proforma-A, bidder should identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (CONSUMABLES).
- 9.5 (I) For Group-I :** Operating rate for RSS/POWERED RSS and accessories shall be applicable only after Below Rotary Table (BRT). No separate charges are applicable for stabilizers.
- 9.5 (II) For Group-II :** Operating rate for SDMM and accessories shall be applicable only after Below Rotary Table (BRT). No separate charges are applicable for stabilizers.
- 9.6 (I) For Group-I :** Data downloading, tool programming including surface testing time should be limited to 6 hrs max. Beyond 6 hrs, zero rate will be applicable. However, in case of the delay beyond 6 hrs on account of rig, will not be on the Contractor.

- 9.6 (II) For Group-II :** Data downloading, tool programming and motor bend setting including surface testing time should be limited to 6 hrs max. Beyond 6 hrs, zero rate will be applicable. However, in case of the delay beyond 6 hrs on account of rig, will not be on the Contractor.
- 9.7 For the call out set in Group-I, all terms viz., mobilization, demobilization, operating, standby, force majeure rate and zero rate etc. will be guided by the above SCHEDULE OF RATES.

**To,
CGM-CONTRACT(HoD)
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of service: Hiring of Directional Drilling Services with SDMM/RSS, MWD/LWD, JAR and with Collar based MWD/LWD Tools for a period of 4 (four) years.

Sir,

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

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

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

c) Due notice would be given for any change of personnel under item (b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1 The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.

2 The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.

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

3 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.

4 The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

5 Statutory forms to be maintained, as applicable, in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.

6 As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format.

7 The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

8 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year.

9 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.

10 The health check-up of Contractor's personnel is to be done by the Contractor in OIL empaneled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations

should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.

11 All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

12 Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

13 Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).

14 Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.

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

16 Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.

17 The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.

If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

18 The Contactor personnel shall attend daily meeting and monthly pit level meeting headed by the OIL Engineer. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.

19 After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.

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

21 OIL will communicate all information to the Contractor or his authorized representative only.

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

23 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.

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

25 Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.

26 The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.

27 The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

28 Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).

29 All Lifting equipment of the Contractor shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.

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

31 The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.

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

33 Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.

34 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.

35 The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

36 In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the contract.

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

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

(Seal)

Yours Faithfully

Date _____

M/s _____

FOR & ON BEHALF OF CONTRACTOR

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 **Hiring of Directional Drilling Services with SDMM/RSS, MWD/LWD, JAR and with Collar based MWD/LWD Tools for a period of 4 (four) years.** 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.

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

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- (iii) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which 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.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

Section 4 -Compensation for Damages

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

be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

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

.....

For the Principal

.....

For the Bidder/Contractor

Witness 1:

Witness 2:

Place.

Date:

BID FORM

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

Sub: IFB No. CDG4876P24

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ .

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

Name: _____

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

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO
GM-CONTRACTS(HoD)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDG4876P24

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDG4876P24** for **Hiring of Directional Drilling Services with SDMM/RSS, MWD/LWD, JAR and with Collar based MWD/LWD Tools for a period of 4 (four) years.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

TO
GM-CONTRACTS(HoD)
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India

Dear Sir,

SUB: OIL's IFB No. CDG4876P24

We _____ of _____
Confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid, negotiate
and conclude the agreement on our behalf with you against IFB No. **CDG4876P24**
for **Hiring of Directional Drilling Services with SDMM/RSS, MWD/LWD, JAR and**
with Collar based MWD/LWD Tools for a period of 4 (four) years for any
commercial/ Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and shall
be signed by a person competent and having the power of attorney (Power of attorney
shall be annexed) to bind such Bidder.

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

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

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

SEALED with the said Bank this ____ day of _____ 20_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid 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 any of the conditions, specifying the occurred condition or conditions.

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

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

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

B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall be restricted up to Rs. _____

b) This guarantee shall be valid till

c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

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.

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

**[TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited

Contracts Department

Duliajan, Assam - 786602

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

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

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

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

This guarantee is valid until the _____ day of _____

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

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

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

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
 - (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

AGREEMENT FORM

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 10% of Annualized Contract value) with validity of 90 (Ninety) days beyond the defect liability period.

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

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

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

- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.

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

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted
Ref: Your Tender No. CDG4876P24

To,
The CGM-Contracts(HoD)
Contracts Department,
OIL, Duliajan

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 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 Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE
OFFICIAL LETTER HEAD OF THE BIDDER)**

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

**Ref : Note 'b' under Clause 4.0 Financial Criteria of BEC/BRC of
Tender No. CDG4876P24**

I _____ the authorized signatory(s) of
_____ (Company or Firm name with address) do
hereby solemnly affirm and declare/ undertake as under:

**The balance sheet/Financial Statements for the financial year _____
have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

COMMERCIAL CHECK LIST**Bidder's Name:** _____**TENDER NO. CDG4876P24**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: Whether Bid Security submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One Hundred Twenty) days from Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	

12.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
13.	Confirm acceptance to all terms & conditions of the Tender.	
14.	Confirm that all correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

We, M/s..... are submitting the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No.for an amount of INR..... valid up to as per terms and conditions of Tender/Contract No.

BG issuing bank details:-

Bank Branch IFS Code	
Contact Details E-mail Addresses	Mobile Telephone Fax
Correspondence Address H No/Street/City	State Country Pin Code

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: _____

Name: _____

Vendor Code: _____

Email ID: _____

Mobile No: _____

Encl: Original bank guarantee

PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY
(to be submitted on official letter head)

TO
M/s OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDG4876P24

M/s _____ having registered office at _____ intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having ____ nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature: _____

Name: _____

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER (In INR/USD)	NET WORTH (In INR/USD)

Place:

Date:

Seal:

Membership Number:

Signature

Registration No.:

UDIN:

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY/SISTER-SUBSIDIARY/CO-SUBSIDIARY/MEMBER OF SAME NETWORK OR MEMBER OF SAME GLOBAL FIRM (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) hereinafter referred to as "Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (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/**wholly owned Subsidiary Company** *(Delete whichever not applicable)*) unconditionally agrees that in case of nonperformance 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:

Signature_____

1. Signature _____

Name

Full Name _____

Designation_____

Address _____

Common seal of the

Company_____

Witness:

2. Signature _____

Full Name _____

Address _____

FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

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

WHEREAS

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

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

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra

cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

M/s.
Witness

1)
2)

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

M/s.
Witness

1)
2)

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

M/s.
Witness

1)
2)

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

DECLARATION FORMAT

(as per Notes to BEC Clause No. 3.1 II)

[On company's Letter Head]

To,

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

Dear Sir,

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

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

Signature

(Name & Designation of Authorized person)

**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE
GUARANTEE TOWARDS FINANCIAL STANDING**
(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR(or equivalent USD) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
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:

- 1.
- 2.

Witness:

- 1.
- 2.

FORM OF PERFORMANCE BANK GUARANTEE BY SUPPORTING COMPANY

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

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

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

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

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

This guarantee is valid until the _____ day of _____.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING
(REF. CLAUSE NO. 17.0 OF FORWARDING LETTER)

We, M/s _____ , have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 17.0 OF THE
FORWARDING LETTER**

We, M/s _____ , have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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)

**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER
OF TECHNOLOGY (ToT)**

(REF. CLAUSE NO. 17.1 OF THE FORWARDING LETTER)

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with competent authority.

OR

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement.

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)

DETAILS OF DURATION OF EXPERIENCE IN PROVIDING DIRECTIONAL DRILLING SERVICE

Sr. No.	Name of Client	Contact details of Client	Contract no & Date	Duration of Contract	Scope of Work with details of Service provide	Supporting documents provided in the Bid		
						Completion certificate(s) issued by client(s)	Certificate(s) of Payment issued/ acknowledged by Client(s)	Any other documents
1								
2								
3								
4								
5								

Note: Bidder should submit copies of relevant portions of the Contract containing “Client’ name, Contractors’ name, Contract no. & Date, Scope of work etc. along with any other documents as per ‘Notes to BEC clause 3.1: III. a’.

Signature of Authorized Person:

Name:

Seal of the Bidder:

DETAILS OF EXPERIENCE IN DRILLING 10 (TEN) NOS OF DIRECTIONAL WELLS

Sl. no.	Name of client	Contact details of client	Contract no. & Date	Well name	Location	Type of well	Date of completion	End Depth (m)	Total horizontal displacement (m)	Services offered	Support Document Provided in Bid											
											Pre Drilling Documents				Post Drilling Documents							
											Well Plans	BHA analysis	Torque & Drag analysis	Anti-collision analysis	Any other documents	End of well reports	Well completion reports	Acknowledgement by client with well	Directional Survey reports	Completion certificates	Any other documents	
1																						
2																						
3																						
4																						
5																						
6																						
7																						
8																						
9																						
10																						

Note: Bidder should submit copies of relevant portions of the Contract containing “Client’ name, Contractors’ name, Contract no. & Date, Scope of work etc. along with any other documents as per ‘Notes to BEC clause 3.1: III. b’

Signature of Authorized Person:

Name:

Seal of the Bidder:

**DETAILS OF SUCCESSFUL COMPLETION OF 1(ONE) DIRECTIONAL DRILLING
CONTRACT**

Sl. No.	Client' s Name & Contact details	Contract no. & Date	Duration of Contract	Scope of Work	Support Documents Provided in Bid		
					Satisfactory completion/ Performance Certificate from client	Proof of settlement/ release of final payment against Contract	Any other documents
1							
2							
3							
4							
5							

Note: Bidder should submit copies of relevant portions of the Contract containing “Client’ name, Contractors’ name, Contract no. & Date, Scope of work etc. along with any other documents as per ‘Notes to BEC clause 3.1: III. c’

Signature of Authorized Person:

Name:

Seal of the Bidder:

Format of Undertaking for Personnel to be Deployed

(On the Letterhead of Company)

Date:

To

The General Manager – Contracts

Oil India Limited, Duliajan.

Dear Sir,

Sub: Experience of Directional Drillers and MWD/LWD Engineers

We undertake as following:

1. To depute minimum 2(two) directional drillers and minimum 2(two) MWD/LWD engineers per set of Directional Drilling Tools and Equipment having minimum required years of experience in Directional Drilling as per Clause no. 8 of Scope of Work (Group-I), Section - II using RSS, MWD, LWD and Drilling Jar for the complete duration of the Contract.
2. To depute directional drillers and MWD/LWD Engineers having competency in all aspects of directional drilling including the capability to execute the job of directional drilling independently and having the experience of drilling minimum 10(ten) numbers of directional wells independently for the complete duration of the Contract.
3. To depute Directional Drillers and MWD/LWD Engineers having complete knowledge of all the tools and equipment to be supplied by us for the complete duration of the Contract.

Thanking you,

For (Name of Bidder)

(Signature)

Name & Designation of

Authorized Signatory.

Format of Undertaking for Personnel to be Deployed

(On the Letterhead of Company)

Date:

To

The General Manager – Contracts

Oil India Limited, Duliajan.

Dear Sir,

Sub: Experience of Directional Drillers and MWD/LWD Engineers

We undertake as following:

1. To depute minimum 2(two) directional drillers and minimum 2(two) MWD/LWD engineers per set of Directional Drilling Tools and Equipment having minimum required years of experience in Directional Drilling as per Clause no. 8 of Scope of Work (Group-II), Section - II using SDMM, MWD, LWD and Drilling Jar for the complete duration of the Contract.
2. To depute directional drillers and MWD/LWD Engineers having competency in all aspects of directional drilling including the capability to execute the job of directional drilling independently and having the experience of drilling minimum 10(ten) numbers of directional wells independently for the complete duration of the Contract.
3. To depute Directional Drillers and MWD/LWD Engineers having complete knowledge of all the tools and equipment to be supplied by us for the complete duration of the Contract.

Thanking you,

For (Name of Bidder)

(Signature)

Name & Designation of

Authorized Signatory.

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:

DETAILS OF MWD/LWD SURFACE UNIT FOR GROUP-I

Sl. No.	OIL's Requirement	(To be filled by Bidder)	
		Bidder's Offer	Ref: File & Page No.
1	Online surface recording system for running MWD/LWD services while carrying out directional drilling in various hole sizes with all accessories like signal pressure transducers, precision depth assembly and MWD/LWD logs including TVD logs in real time.		
2	MWD/LWD work station should be capable of recording stand pipe pressure, WOB, drill string weight, RPM along with MWD/LWD data for all types of directional wells.		
3	Data to be recorded in real time as well as in memory mode. System should be able to provide raw as well as processed data. Data to be provided in electronic media (PDF, LASS and standard industry format like DLIS / CLIS) in CD / DVD. System to have capability to retrieve data in memory mode at the site.		
4	Unit should have provision for data compression feature and security protection as per prevalent Oil Industry standards.		
5	System should have color printing/plotting facility at site. Internet connectivity to be provided by the bidder for data transmission.		
6	In the event of fault and failure of equipment & software hired from the CONTRACTOR, their personnel should be available for attending rectification of the problem.		
7	Unit should come with minimum 150m of 3-Phase power cables for cluster locations.		

DETAILS OF MWD/LWD SURFACE UNIT FOR GROUP-II

Sl. No.	OIL's Requirement	(To be filled by Bidder)	
		Bidder's Offer	Ref: File & Page No.
1	Online surface recording system for running MWD/LWD services while carrying out directional drilling in various hole sizes with all accessories like signal pressure transducers, precision depth assembly and MWD/LWD logs including TVD logs in real time.		
2	MWD/LWD work station should be capable of recording stand pipe pressure, WOB, drill string weight, RPM along with MWD/LWD data for all types of directional wells.		
3	Data to be recorded in real time as well as in memory mode. System should be able to provide raw as well as processed data. Data to be provided in electronic media (PDF, LASS and standard industry format like DLIS / CLIS) in CD / DVD. System to have capability to retrieve data in memory mode at the site.		
4	Unit should have provision for data compression feature and security protection as per prevalent Oil Industry standards.		
5	System should have color printing/plotting facility at site. Internet connectivity to be provided by the bidder for data transmission.		
6	In the event of fault and failure of equipment & software hired from the CONTRACTOR, their personnel should be available for attending rectification of the problem.		
7	Unit should come with minimum 150m of 3-Phase power cables for cluster locations.		

DETAILS OF DRILL STRING & BHA COMPONENTS AVAILABLE WITH "OIL"

SL. NO.	ITEM	OD	ID	TOOL JOINT OD	UPSET TYPE	WEIGHT	CONNECTION
1	Drill Pipe (Grade-S)	5"	4.27"	6 5/8"	IEU	19.5 PPF	4 1/2" IF (NC50)
2	Drill Pipe (Grade-S)	5"	4.27"	6 1/2"	IEU	19.5 PPF	4 1/2" IF (NC50)
3	Drill Pipe (Grade-G)	5"	4.27"	6 5/8"	IEU	19.5 PPF	4 1/2" IF (NC50)
4	Drill Pipe (Grade-G)	5"	4.27"	6 1/2"	IEU	19.5 PPF	4 1/2" IF (NC50)
5	Drill Pipe (Grade-G)	3 1/2"	2.76"	5"	EU	13.3 PPF	3 1/2" IF (NC38)
6	Heavy Weight Drill Pipe	5"	3.12"	6 1/2"	EU	49.3 PPF	4 1/2" IF (NC50)
7	Heavy Weight Drill Pipe	3 1/2"	2.06"	4 3/4"	EU	25.30 PPF	3 1/2" IF (NC38)
8	Drill Collar	9 1/2"	3"	NA	NA	216.6 PPF	7 5/8" REG
9	Drill Collar	8"	2.81"	NA	NA	150.5 PPF	6 5/8" REG
10	Drill Collar	6 1/2"	2.81"	NA	NA	92.5 PPF	4" IF (NC46)
11	Drill Collar	4 3/4"	2.25"	NA	NA	46.7 PPF	(NC35)
12	Drill Collar	3 1/2"	1.5"	NA	NA	26.7 PPF	2 3/8" IF (NC 26)
13	Cross Over Subs for above						
14	Bit Sub	9 1/2"	3"				7 5/8" REG
		8"	2.81"				6 5/8" REG
		6 1/2"	2.81"				4" IF x 4 1/2" REG
		4 3/4"	2.25"				(NC35)
		3 1/2"	1.5"				2 3/8" IF (NC 26)

Details of Collar Based MWD Tool for 12 ¼", 8 ½" & 6" Hole Sections for Group-I

Sl. No.	Tool Features		OIL's Requirement	To be filled by the bidder	
				Bidder's Offer	Ref: File & Page No.
1	MWD Tool		Collar based non-retrievable		
2	Telemetry Type		Positive mud pulse		
3	Collar sizes		a) 12¼" Section: 7¾" or 8" or 8¼" or 9½"		
			b) 8½" Section: 6½" or 6¾"		
			c) 6" Section: 4¾"		
4	DLS (PER 100')		a) 12¼" Section: (2°- 6°)/100'		
			b) 8½" Section: (2.5°- 7°)/100'		
			c) 6" Section: (3°- 7°)/100'		
5	Flow Range (GPM)		a) 12¼" Section	Refer below ###	
			b) 8½" Section		
			c) 6" Section		
6	Max Operating Temp.		150° C		
7	Max Operating Pressure		(15000 – 20000)Psi		
8	Real Time Update Period		<= 20 Secs		
9	Survey Time		<= 120 Secs		
10	Directional Measurement Point From Bit	With Gamma	Minimum possible		
11	Measurement Accuracy	Tool Face	± 1.5°		
		Azimuth	± 1.5°		

		Inclination	$\pm 0.2^\circ$		
12	Measurement range		(0-100) deg or more		
13	Gamma Detector Type		API GR		
14	Lost Circulation Material (Max Size & Concentration)		Medium size & 40 PPB		
15	Power Source (Operating Time in Hrs)		Li-ion battery (life ≥ 200 Hrs)/ Turbine		
16	Gamma real time		Yes		
17	Gamma measurement point from bottom of tool		Minimum possible		
18	Data Recording		Yes. To be provided in Gamma counts		
19	Data Transmission Rate (Bits/Sec)		Minimum 3 bits/sec. or more and should be suitable to transmit data of various tools quoted in different segments of the tender		
20	MTF/GTF Switch		Yes		
21	Manufacturer / Model		Model quoted should be latest and best in class		

Note:

- 1) The system to complete with pulsar, electronic sensors, power source etc. for transmitting and recording down-hole data in real time.
- 2) Additional features/information (if any) is to be provided by the bidder.

###: Flow Range

- a) For 12¼" hole section- Min. Flow Rate: 400 GPM or less & Max. Flow Rate: 750 GPM or more.
- b) For 8½" hole section- Min. Flow Rate: 300 GPM or less & Max. Flow Rate: 550GPM or more.
- c) For 6" hole section: Min. Flow Rate: 200 GPM or less & Max. Flow Rate: 350 GPM or more

Note for 3(b): 9½" sized Collar for MWD against 12¼" hole section is also acceptable with the following conditions:

- i) The RSS should also be of 9½"/9⁵/₈" size when a 9½" collar for MWD is used for 12¼" hole section.
- ii) The bit box connection of the 9½"/9⁵/₈" RSS should be 6⁵/₈" regular for connecting 12¼" bit.
- iii) Overshots to catch 9½" collar and 9½"/9⁵/₈" RSS in 12¼" hole to be provided by the contractor.

Details of Collar Based MWD Tool for 17½”, 12 ¼” & 8 ½” Hole Sections for Group-II

Sl. No.	Tool Features		OIL's Requirement	To be filled by the bidder	
				Bidder's Offer	Ref: File & Page No.
1	MWD Tool		Collar based non-retrievable		
2	Telemetry Type		Positive mud pulse		
3	Collar sizes		a) 17½” Section: 7¾" or 8" or 8¼" or 9½"		
			b) 12¼” Section: 7¾" or 8" or 8¼" or 9½"		
			c) 8½” Section: 6½" or 6¾"		
4	DLS (PER 100')		a) 17½” Section: (2°- 4°)/100'		
			b) 12¼” Section: (2°- 6°)/100'		
			c) 8½” Section: (2.5°- 7°)/100'		
5	Flow Range (GPM)		a) 17½” Section	Refer below ###	
			b) 12¼” Section		
			c) 8½” Section		
6	Max Operating Temp.		150° C		
7	Max Operating Pressure		(15000 – 20000)Psi		
8	Real Time Update Period		<= 20 Secs		
9	Survey Time		<= 120 Secs		
10	Directional Measurement Point From Bit	With Gamma	Minimum possible		
11	Measurement Accuracy	Tool Face	± 1.5°		
		Azimuth	± 1.5°		

		Inclination	$\pm 0.2^\circ$		
12	Measurement range		(0-100) deg or more		
13	Gamma Detector Type		API GR		
14	Lost Circulation Material (Max Size & Concentration)		Medium size & 40 PPB		
15	Power Source (Operating Time in Hrs)		Li-ion battery (life ≥ 200 Hrs)/ Turbine		
16	Gamma real time		Yes		
17	Gamma measurement point from bottom of tool		Minimum possible		
18	Data Recording		Yes. To be provided in Gamma counts		
19	Data Transmission Rate (Bits/Sec)		Minimum 3 bits/sec. or more and should be suitable to transmit data of various tools quoted in different segments of the tender		
20	MTF/GTF Switch		Yes		
21	Manufacturer / Model		Model quoted should be latest and best in class		

Note:

- 1) The system to complete with pulsar, electronic sensors, power source etc. for transmitting and recording down-hole data in real time.
- 2) Additional features/information (if any) is to be provided by the bidder.

###: Flow Range

- d) 17½" hole section- Min. Flow Rate: 400 GPM or less & Max. Flow Rate: 900GPM or more
- e) For 12¼" hole section- Min. Flow Rate: 400 GPM or less & Max. Flow Rate: 750 GPM or more.
- f) For 8½" hole section- Min. Flow Rate: 300 GPM or less & Max. Flow Rate: 550GPM or more.

Note for 3(b): 9½" sized Collar for MWD against 12¼" hole section is also acceptable with the following conditions:

- iv) The Mud motor should also be of 9½"/9⁵/₈" size when a 9½" collar for MWD is used for 12¼" hole section.
- v) The bit box connection of the 9½"/9⁵/₈" mud motor should be 6⁵/₈" regular for connecting 12¼" bit.
- vi) Overshots to catch 9½" collar and 9½"/9⁵/₈" mud motor in 12¼" hole to be provided by the contractor.

1.0 Specification of 9½”/ 9⁵/₈” Steerable Downhole Mud Motor for GROUP-II

Sl. No.	SDMM Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No.
1	Type	High Torque, Low to Medium Speed, Stabilized, Multi-lobe, Multi stage Positive displacement Mud Motor		
2	Flow rate range (approx.)	Min. Flow Rate: 600 GPM or less		
		Max. Flow Rate: 1150 GPM or more		
3	AKO/ABH Range (Min. Achievable)	0° - 2° or more		
4	Bit speed range (Free running/No load)	65 RPM or less - 135 RPM or more		
5	Housing Type	Steerable with Adjustable Kick off sub /Adjustable Bend Housing		
6	Bearing type	Mud Lube or Oil sealed		
7	Length	37 feet (Maximum)		
8	Type of Connection	7⁵/₈”API Reg. Box down & 6⁵/₈”/7⁵/₈” API Reg. Box Up or Any other proprietary connection of the Bidder for their entire BHA.		
9	Ported float sub	Contractor to assure that by the use of float sub there will be no wet pull out. There should be provision for transmitting the drill pipe pressure whenever the BOP/well is closed. So float sub should have a port for		

		transmission of drill pipe pressure to the surface		
10	Lifting Sub Connection	6 5/8" / 7 5/8" API Reg. Pin or matching proprietary connection pin for the Bidder's SDMM		
11	Operating Differential Pressure (Psi)	600 PSI or more.		
12	Power Output	280 HP or more		
13	Torque Operating	15,000 NM or more		
14	DLS Maximum Achievable	4° / 100' or more		
15	Pass Through DLS:	a) Sliding	4° / 100' or more	
		b) Rotary	4° / 100' or more	
16	Stabilization	17 3/8" screwed-on/built-in		
17	Manufacturer / Model	From the manufacturers specified in Clause No. 9.0 A under Section-II.		

2.0 Specification of 7¾"/8"/8.¼" Steerable Downhole Mud Motor for GROUP-II

Sl. No.	SDMM Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No.
1	Type	High Torque, Low to Medium Speed, Stabilized, Multi-lobe, Multi stage Positive displacement Mud Motor		
2	Flow rate range(approx.)	Min. Flow Rate: 250 GPM or less		
		Max. Flow Rate: 1000 GPM or more		

3	AKO/ABH Range (Min. Achievable)		0° - 2° or more		
4	Bit speed range (approx.)		35 RPM or less - 275 RPM or more		
5	Housing Type		Steerable with Adjustable Kick off sub /Adjustable Bend Housing		
6	Bearing type		Mud Lube or Oil sealed		
7	Length		37 feet (max)		
8	Type of Connection		6 ⁵ / ₈ " API Reg. Box down & 6 ⁵ / ₈ " API Reg. Box Up or Any other proprietary connection of the Bidder		
9	Ported float sub		Contractor to assure that by the use of float sub there will be no wet pull out. There should be provision for transmitting the drill pipe pressure whenever the BOP/well is closed. So float sub should have a port for transmission of drill pipe pressure to the surface		
10	Lifting Sub Connection		6 ⁵ / ₈ " API Reg. Pin or matching proprietary connection pin for the Bidder's SDMM		
11	Operating Differential Pressure		600 PSI or more.		
12	Power Output		220 HP or more		
13	Torque Operating		11,500 NM or more		
14	DLS Maximum Achievable		4° / 100' or more		
15	Pass Through DLS:	a) Sliding	4° / 100' or more		
		b) Rotary	4° / 100' or more		
16	Stabilization		12 ¹ / ₈ " screwed-on/built-in		

17	Manufacturer / Model	From the manufacturers specified in Clause No. 9.0 A under Section-II.		
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3.0 Specification of 6½”/6¾” Steerable Downhole Mud Motor for GROUP-II

Sl. No.	SDMM Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No.
1	Type	High Torque, Low to Medium Speed, Stabilized, Multi-lobe, Multi stage Positive displacement Mud Motor		
2	Flow rate range (approx.)	Min. Flow Rate: 250 GPM or less		
		Max. Flow Rate: 700 GPM or more		
3	AKO/ABH Range (Min. Achievable)	0° - 2.5° or more		
4	Bit speed range (approx.)	35 RPM or less - 300 RPM or more		
5	Housing Type	Steerable with Adjustable Kick off sub /Adjustable Bend Housing		
6	Bearing type	Mud Lube or Oil sealed		
7	Length	37 feet (max)		
8	Type of Connection	4 ½” API Reg. Box down & 4 ½” / 4” API IF Box Up or Any other proprietary connection of the Bidder		
9	Ported float sub	Contractor to assure that by the use of float sub there will be no wet pull out. There should be provision for transmitting the drill		

			pipe pressure whenever the BOP/well is closed. So float sub should have a port for transmission of drill pipe pressure to the surface		
10	Lifting Sub Connection		4½"/4" API IF Pin or matching proprietary connection pin for the Bidder's SDMM		
11	Operating Differential Pressure		650 PSI or more		
12	Power Output		160 HP or more		
13	Torque Operating		8000 NM or more		
14	DLS Maximum Achievable		4° / 100' or more		
15	Pass Through DLS:	a) Sliding	4° / 100' or more		
		b) Rotary	4° / 100' or more		
16	Stabilization		8³/₈" screwed-on/built-in		
17	Manufacturer / Model		From the manufacturers specified in Clause No. 9.0 A under Section-II.		

Notes:

- a) Match on sub have to be provided by the bidder in case of proprietary connection for fishing and other job along with the lifting sub. In case of non-standard tubular, bidder has to provide overshoot tool for fishing job.
- b) In case of proprietary connection, all cross over sub have to be provided by the bidder to match OIL's string.
- c) System should be able to drill cement, float collar, float shoe and formation.
- d) Additional features/information (if any) is to be provided by the bidder using additional sheet.

Specification of Drilling Jars for GROUP-I

Sl. No.	Jar features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No.
1.0 Specification of 6 ½"/6 ¾" OD Drilling Jar				
1	Type	Double Acting Hydro-Mechanical/Double Acting Hydraulic Drilling Jar		
2	OD	6½"/6¾"		
3	ID	2½" / 2¾"		
4	Length (max)	30 feet (± 3 feet)		
5	Tool Joint	4½" API IF Box x Pin		
6	Tensile Yield	7,30,000 Lbs or more		
7	Torsional Yield	50,000 ft-lbs or more		
8	Jar load (Up-stroke) minimum	(160,000 - 1,75,000) lbs		
9	Jar load (Down-stroke) minimum	(37,600 - 1,75,000) lbs		
10	Free Stroke (Up)	6" or more		
11	Free Stroke (Down)	6" or more		
12	Total Stroke (up + down)	12" or more		
13	Max Operating Temp.	120° C or more		
14	Max Operating Pressure	18,000 psi or more		
15	Make & Model	From the manufacturers specified in Clause No. 9.0 B under Section-II.		
2.0 Specification of 4¾"OD Drilling Jar				

1	Type	Double Acting Hydro-Mechanical/Double Acting Hydraulic Drilling Jar		
2	OD	4 ³ / ₄ "		
3	ID	2 ¹ / ₄ " / 2 ¹ / ₂ "		
4	Length (max)	30 feet (± 3 feet)		
5	Tool Joint	3 ¹ / ₂ " API IF Box x Pin		
6	Tensile Yield	360,000 lbs or more		
7	Torsional Yield	18,000 ft-lbs or more		
8	Jar load (Up-stroke) minimum	85,000 pounds		
9	Jar load (Down-stroke) minimum	75,000 pounds		
10	Stroke Length (Up & Down)	12" Minimum		
11	Max Operating Temp.	120° C or more		
12	Max Operating Pressure	12000 PSI or more		
13	Manufacturer / Model	From the manufacturers specified in Clause No. 9.0 B under Section-II.		

Notes:

- All x-over subs required for connection of contractor's string to operator's drill string is to be provided and furnished by the CONTRACTOR.
- In case the contractor provides retrievable RA sources, assembly should have the suitable ID to retrieve the sources if any.
- Additional features/information (if any) is to be provided by the bidder.

Specification of Drilling Jars for GROUP-II

Sl. No.	Jar features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No.
1. Specification of 7¾"/8" OD Drilling Jar				
1	Type	Double Acting Hydro-Mechanical/Double Acting Hydraulic Drilling Jar		
2	OD	7¾"/8"		
3	ID (min)	2½" / 2¾" /3"		
4	Length (max)	30 feet (± 3 feet)		
5	Tool Joint	6 ⅝"API Reg. Box x Pin		
6	Tensile Yield	10,00,000 lbs or more		
7	Torsional Yield	95,000 ft-lbs or more		
8	Jar load (Up-stroke) minimum	(260,000 - 3,00,000) lbs		
9	Jar load (Down-stroke) minimum	(42,000 - 2,30,000) lbs		
10	Free Stroke (Up)	6" or more		
11	Free Stroke (Down)	6" or more		
12	Total Stroke (up + down)	12" or more		
13	Max Operating Temp.	120° C or more		
14	Max Operating Pressure	18,000 psi or more		
15	Manufacturer / Model	From the manufacturers specified in Clause No. 9.0 B under Section-II.		
2.0 Specification of 6 ½"/6 ¾" OD Drilling Jar				

1	Type	Double Acting Hydro-Mechanical/Double Acting Hydraulic Drilling Jar		
2	OD	6½" / 6¾"		
3	ID	2½" / 2¾"		
4	Length (max)	30 feet (± 3 feet)		
5	Tool Joint	4½" API IF Box x Pin		
6	Tensile Yield	7,30,000 Lbs or more		
7	Torsional Yield	50,000 ft-lbs or more		
8	Jar load (Up-stroke) minimum	(160,000 - 1,75,000) lbs		
9	Jar load (Down-stroke) minimum	(37,600 - 1,75,000) lbs		
10	Free Stroke (Up)	6" or more		
11	Free Stroke (Down)	6" or more		
12	Total Stroke (up + down)	12" or more		
13	Max Operating Temp.	120° C or more		
14	Max Operating Pressure	18,000 psi or more		
15	Make & Model	From the manufacturers specified in Clause No. 9.0 B under Section-II.		

Notes:

- a) All x-over subs required for connection of contractor's string to operator's drill string is to be provided and furnished by the CONTRACTOR.
- b) In case the contractor provides retrievable RA sources, assembly should have the suitable ID to retrieve the sources if any.
- c) Additional features/information (if any) is to be provided by the bidder.

SPECIFICATION OF LWD RESISTIVITY TOOL FOR GROUP-I**(for 12 ¼” , 8 ½” & 6” Hole Sections)**

Sl. No.	LWD tool features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No.
1	LWD tool	Collar based non-retrievable		
2	Telemetry Type	Positive mud pulse		
3	Collar sizes	a) 12¼” Section: 7¾" or 8" or 8¼" or 9½"		
		b) 8½” Section: 6½" or 6¾"		
		c) 6” Section: 4¾"		
4	DLS (PER 100')	a) 12¼” Section: (2°- 6°)/100'		
		b) 8½” Section: (2.5°- 7°)/100'		
		c) 6” Section: (3°- 7°)/100'		
5	Flow Range (GPM)	a) 12¼” Section	Refer below ###	
		b) 8½” Section		
		c) 6” Section		
6	Max Operating Temp.	150° C		
7	Max Operating Pressure	(15000 – 20000)Psi		
8	Resistivity real time	Yes		
9	Data recording	Data to be recorded in memory mode. Data recording should also be done while pulling out by back reaming / with pump-on. Memory capacity of the LWD tool should be capable for recording data for minimum 10 (ten) days at a stretch.		

10	Resistivity Measurement	a) To be recorded in multiple frequencies and in multiple depth of investigations		
		b) 2MHz, Induction type, Borehole compensated, Phase shift & Attenuation measurement system with multiple depths of investigation capability.		
		c) Measurement range: (0.2 to 2000) Ohm-m		
		d) Invasion profile with curve separation		
		e) Provide multiple resistivity of minimum 5 in recorded mode and minimum 4 in real time mode at multiple depths of investigation		
11	Compatibility	LWD tool should be combinable and compatible		

Note:

1) Additional features/information (if any) is to be provided by the bidder.

###: Flow Range

- a) For 12¼" hole section- Min. Flow Rate: 400 GPM or less & Max. Flow Rate: 750 GPM or more.
- b) For 8½" hole section- Min. Flow Rate: 300 GPM or less & Max. Flow Rate: 550GPM or more.
- c) For 6" hole section: Min. Flow Rate: 200 GPM or less & Max. Flow Rate: 350 GPM or more

Note for 3(a): 9½" sized Collar for LWD against 12¼" hole section is also acceptable with the following conditions:

- i) The RSS should also be of 9½"/9⁵/₈" size when a 9½" collar for LWD is used for 12¼" hole section.
- ii) The bit box connection of the 9½"/9⁵/₈" RSS should be 6⁵/₈" regular for connecting 12¼" bit.
- iii) Overshots to catch 9½" collar and 9½"/9⁵/₈" RSS in 12¼" hole to be provided by the contractor.

SPECIFICATION OF LWD RESISTIVITY TOOL FOR GROUP-II**(for 12 ¼" & 8 ½" Hole Sections)**

Sl. No .	LWD tool features	OIL’s Requirement		To be filled by the bidder	
				Bidder’s Offer	Ref: File & Page No.
1	LWD tool	Collar based non-retrievable			
2	Telemetry Type	Positive mud pulse			
3	Collar sizes	a) 12¼” Section: 7¾" or 8" or 8¼” or 9½"			
		b) 8½” Section: 6½" or 6¾"			
4	DLS (PER 100')	a) 12¼” Section: (2°- 6°)/100'			
		b) 8½” Section: (2.5°- 7°)/100'			
5	Flow Range (GPM)	a) 12¼” Section	Refer below ###		
		b) 8½” Section			
6	Max Operating Temp.	150° C			
7	Max Operating Pressure	(15000 – 20000)Psi			
8	Resistivity real time	Yes			
9	Data recording	Data to be recorded in memory mode. Data recording should also be done while pulling out by back reaming / with pump-on. Memory capacity of the LWD tool should be capable for recording data for minimum 10 (ten) days at a stretch.			
10	Resistivity Measurement	a) To be recorded in multiple frequencies and in multiple depth of investigations			
		b) 2MHz, Induction type, Borehole compensated, Phase shift & Attenuation measurement system			

		with multiple depths of investigation capability.		
		c) Measurement range: (0.2 to 2000) Ohm-m		
		d) Invasion profile with curve separation		
		e) Provide multiple resistivity of minimum 5 in recorded mode and minimum 4 in real time mode at multiple depths of investigation		
11	Compatibility	LWD tool should be combinable and compatible		

Note:

1) Additional features/information (if any) is to be provided by the bidder.

###: Flow Range

d) For 12¼" hole section- Min. Flow Rate: 400 GPM or less & Max. Flow Rate: 750 GPM or more.

e) For 8½" hole section- Min. Flow Rate: 300 GPM or less & Max. Flow Rate: 550GPM or more.

Note for 3(a): 9½" sized Collar for LWD against 12¼" hole section is also acceptable with the following conditions:

- iv) The Mud motor should also be of 9½"/9⁵/₈" size when a 9½" collar for LWD is used for 12¼" hole section.
- v) The bit box connection of the 9½"/9⁵/₈" mud motor should be 6⁵/₈" regular for connecting 12¼" bit.
- vi) Overshots to catch 9½" collar and 9½"/9⁵/₈" mud motor in 12¼" hole to be provided by the contractor.

**SPECIFICATION OF ANNULUS PRESSURE & ANNULUS TEMPERATURE TOOLS FOR 12¼",
8½" & 6" HOLE SECTIONS FOR GROUP-I**

Sl. No.	Tools Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No.
1	ECD and ESD CAPABILITY	Pressure sensor to identify ECD (Equivalent Circulating Density) and ESD (Equivalent Static Density)		
2	ACCURACY	APWD pressure and temperature resolution should be 5 psi or less and 1.2 deg. C or less respectively		
3	MEASUREMENT CAPABILITY	Should be able to provide measurements in both OFF and ON conditions of the pumps.		
4	LOT CAPABILITY	Should be able to take min and max pressure measurements during LOT		
5	MAX OPERATING TEMP.	120° C or more		
6	MAX OPERATING PRESSURE (PSI)	18000 psi or more		
7	MANUFACTURER / MODEL	Model Quoted Should be Latest and Best in Class		

Note:

1. Additional features/information (if any) is to be provided by the bidder.

SPECIFICATION OF ANNULUS PRESSURE & ANNULUS TEMPERATURE TOOLS FOR 12¼" & 8½" HOLE SECTIONS FOR GROUP-II

Sl. No.	Tools Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No.
1	ECD and ESD CAPABILITY	Pressure sensor to identify ECD (Equivalent Circulating Density) and ESD (Equivalent Static Density)		
2	ACCURACY	APWD pressure and temperature resolution should be 5 psi or less and 1.2 deg. C or less respectively		
3	MEASUREMENT CAPABILITY	Should be able to provide measurements in both OFF and ON conditions of the pumps.		
4	LOT CAPABILITY	Should be able to take min and max pressure measurements during LOT		
5	MAX OPERATING TEMP.	120° C or more		
6	MAX OPERATING PRESSURE (PSI)	18000 psi or more		
7	MANUFACTURER / MODEL	Model Quoted Should be Latest and Best in Class		

Note:

1. Additional features/information (if any) is to be provided by the bidder.

Deliverables for MWD-LWD Tools

Sl. No.	Equipment/ Description	Real Time Output	Memory Mode Output after each round trip	Processed Output (after completion of a hole section)	Processed Output (after completion of a well)
1	Delivery Time	Real Time while Drilling/Tripping	Within 24 hrs. of round trip	Within 3 days of completion of Hole Section	Within 3 days of completion of Well
2	Deliverables	RT Log Prints in Morning and Evening and whenever required during drilling	Rush Print Memory Mode Log Prints	Memory Recorded Mode Log Prints (2 Copies each)	QC'd Recorded Mode Composite Log Prints 2 Copies each LAS/DLIS and PDF format In DVD
3	Directional, GR, Resistivity (Induction type) (GRIND) hole size: 17.5, 12.25, 8.5 & 6 inch	GR – 0 -250 API Phase Shift resistivity – Minimum 3 Curves Attenuation Resistivity – Minimum 1 Curve (Resistivity Curves to be transmitted after prior discussion with Company)	GR – 0 -250 API Phase Shift resistivity – Minimum 4 Curves Attenuation Resistivity – Minimum 4 Curves All resistivity curves should be borehole compensated and environmentally corrected.	Memory Recorded Mode Log Prints of GR – 0 - 250 API Phase Shift resistivity – Minimum 4 Curves Attenuation Resistivity – Minimum 4 Curves All resistivity curves should be borehole compensated and environmentally corrected.	Recorded Mode Composite Log Prints Average GR – 0 - 250 API Phase Shift resistivity – Minimum 4 Curves Attenuation Resistivity – Minimum 4 Curves All resistivity curves should be borehole compensated and

					environmentally corrected.
4	Neutron, Azimuthal Density with imaging & Calliper (RHONPHI) hole size: 8.5 & 6 inch	Quadrant Density- Minimum Top and Bottom Density transmitted in real-time ("bottom" density in case of a deviated borehole) Quadrant Density Correction PEF- O- 10 Thermal Neutron Porosity - environmentally -corrected log curves on-depth 16 Sector Density Image Real-time data at 2 data points / ft. or better	Field Deliverable recorded mode data consisting the following :- Quadrant Density Quadrant Density Correction Calliper (Ultrasonic / Density) PEF-0-10 Thermal Neutron Porosity - Environmentally corrected log curves on-depth Time after Bit Sliding indicator 16 Sector Static Density Image	Recorded mode Data : Quadrant Density Quadrant Density Correction Calliper (Ultrasonic / Density) PEF - 0- 10 Thermal Neutron Porosity environmentally- corrected log curves on-depth Time after Bit Sliding indicator 16 Sector Static Density Image Corrected near far counts of neutron should also be provided	Recorded mode Composite Data and End of Well Report :- Density Quadrant Density Quadrant Density Correction Calliper (Ultrasonic /Density) PEF - 0- Thermal Neutron Porosity environmentally corrected curves on depth Time after Bit Sliding indicator 16 Sector Static

				One copy in LAS/DLIS to Logging Services.	Density Image Image Derived Density
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Sample format for declaration that the particular equipment/tool in question not covered by contractor's insurance in case of Lost in Hole (LIH)

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

**UNDERTAKING
Ref Clause No. 26.0 of the SCC of the contract**

I/We _____ the authorized signatory(s) of _____ (company or firm name with address) do hereby solemnly affirm and declare as under:-

- (1) That, my/our above Company/Firm has participated in the Tender IFB No. _____.
- (2) That, our firm has been awarded with the contract no. _____ for _____
- (3) That, as required under Clause-14.0 of the GCC of the Contract, we have taken insurance to cover all risk in respect of our personnel, materials & equipment belonging to us or our sub-contractor during the currency of the contract including the third party items/consumables.
- (4) That, I/we also declare that there is no insurance provision for the tools/equipment when they are below Rotary Table/well bore and are therefore not covered under any Insurance Policies.
- (5) That, the statements made in above paras are true to the best of my/our knowledge and belief. That, in case of any of the above statement is found to be false/incorrect/misleading at any point of time during the currency of the contract, OIL shall be at liberty to initiate necessary action against the Company/Firm in terms of the Contract.

Place: _____

Date: _____

SIGNATURE OF THE DECLARANT

1.0 Specification of ROTARY STEERABLE SYSTEM for 12¼” hole for GROUP-I

Sl. No.	RSS Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No.
1	Flow Range in GPM	Min. Flow Rate: 600 GPM or less		
		Max. Flow Rate: 1000 GPM or more.		
2	Nominal OD	8.0" to 9.625"		
3	Near Bit Inclination	5 M or less		
4	Azimuthal Gamma measurement from bit	10 M or less		
5	Max Operating Temp.	120° C or more		
6	Max Operating Pressure (Psi)	18000 PSI or more		
7	Type of Connection	6⅝” API Regular Box down x 6⅝” API Reg. Box Up Or any other proprietary connection of the Contractor for their entire BHA.		
8	Lifting Sub Connection	6⅝” API Reg. Pin or matching proprietary connection pin for the Bidder's RSS		
9	DLS Maximum Achievable	5° / 30 M or more.		
10	Min. Circulating Hrs.	150 or more.		
11	Lost Circulation Material (Max Size & Concentration)	40 ppb or more of medium to fine nut.		

12	Manufacturer / Model	From the manufacturers specified in Clause No. 9.0 A under Section-II.		
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2.0 Specification of ROTARY STEERABLE SYSTEM for 8½” hole for GROUP-I

Sl. No.	RSS Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No.
1	Flow Range in GPM	Min. Flow Rate: 350 GPM or less		
		Max. Flow Rate: 600 GPM or more		
2	Nominal OD	6.3/4" / 6.1/2"		
3	Near Bit Inclination	4 M or less		
4	Azimuthal Gamma measurement from bit	6 M or less		
5	Max Operating Temp.	120° C or more		
6	Max Operating Pressure (Psi)	18000 PSI or more		
7	Type of Connection	4 ½” API Reg. Box down x 4 ½” / 4” API IF Box Up Or any other proprietary connection of the Contractor for their entire BHA		
8	Lifting Sub Connection	4½”/4” API IF Pin or matching proprietary connection pin for the Bidder's RSS		
9	DLS Maximum Achievable	5° / 30M or more		
10	Min. Circulating Hrs.	150 or more		

11	Lost Circulation Material (Max Size & Concentration)	40 ppb or more of medium to fine nut.		
12	Manufacturer / Model	From the manufacturers specified in Clause No. 9.0 A under Section-II.		

Notes:

- Should be capable of kick up from vertical well.
- System should be capable of building, holding, and dropping well angle and should be capable of simultaneously changing azimuth in continuously rotating for optimum drilling performance and have capability for back reaming, if required.
- System should have features of automated close loop deviation control system (i.e. it should have automated directional and inclinational hold control).
- System should have two way communication system i.e. real time up link and down link facility for data transmission and for sending command to the bottom hole tools with mud pulse telemetry.
- Type of down linking facility to be provided by Contractor either by a separate skid mounted unit or by flow rate change of mud pumps.
- Match on sub have to be provided by the Contractor in case of proprietary connection for fishing and other job along with the lifting sub. In case of non-standard tubular, Contractor has to provide overshoot tool for fishing job.
- In case of proprietary connection, all cross over sub have to be provided by the Contractor to match OIL's string.
- All stabilizers must be 4/3 slight spirals integral and sufficient blade length of double tapered at both leading and trailing ends and should have sufficient opening / annular clearance with taper blade on stabilizer body.
- System should be able to drill cement, float collar, float shoe and formation. However, any failure on bottom within 24Hrs from start of cement cleaning, float collar & Shoe will not be attributable to the Contractor.
- Additional features/information (if any) is to be provided by the Contractor.

Specification of POWERED RSS for 6” hole for GROUP-I

Sl. No.	OIL's Requirement for POWERED RSS	To be filled by the bidder	
		Bidder's Offer	Ref: File & Page No.
1	Temperature rating: 120deg C or more		
2	Pressure rating: 20000 PSI or more		
3	RPM Rating: 220 rpm at bit with circulation or more		
4	Combination tool powered by a suitable High torque Motor Power Section (or equivalent) to deliver superior drilling performance		
5	The system should be compatible with 6” hole size MWD/LWD tools		
6	System should be capable of building, holding, and dropping well angle and should be capable of simultaneously changing azimuth in continuously rotating for optimum drilling performance and have capability for back reaming, if required.		
7	System should respond to downlink command given from surface and should perform to desired command down hole.		
8	System should have down link facility for sending command to the bottom hole. Down linking facility can be provided either by a separate skid mounted unit or by flow rate change of mud pumps.		
9	DLS capability 6°/ 30 m or more		
10	Loss Control Material (LCM) pumping capability of 40 ppb or more of medium to fine nut.		
11	System should provide or integrate GR, inclination measurement by Powered RSS, if the offered equipment has the capability otherwise by MWD/LWD tools. Bidder to indicate the same in the offered specification		

Notes:

- Match on sub have to be provided by the bidder in case of proprietary connection for fishing and other job along with the lifting sub. In case of non-standard tubular, bidder has to provide overshoot tool for fishing job.
- In case of proprietary connection, all cross over sub have to be provided by the bidder to match OIL's string.
- System should be able to drill cement, float collar, float shoe and formation.
- Additional features/information (if any) is to be provided by the bidder using additional sheet.

SPECIFICATION OF NEUTRON POROSITY, AZIMUTHAL DENSITY WITH IMAGING & CALIPER FOR 8 ½” HOLE SECTION & 6” CALLOUT FOR GROUP-I

Sl. No.	OIL's Requirement	To be filled by the bidder	
		Bidder's Offer	Ref: File & Page No.
1	Temperature rating: 120 deg C or more		
2	Pressure rating: 18000 PSI or more		
3	Azimuthal Density Range = 1.8 to 2.8 gm/cc		
4	Pe = 1 to 10 units		
5	Neutron porosity = -6 to 54 P.U. or 0 to 60 P.U.		
6	Azimuthal density from four quadrant and images are to be provided as per the operational requirement with 16 BINS/ 16 Sectors measurement and real time transmission at a rate of 4 BINS/ 4 Sectors or more.		
7	Ultrasonic/ Density derived caliper log to be provided		

BIO-DATA AND EXPERIENCE OF PERSONNEL**(Format for CV of MWD/ LWD Engineer and Directional Driller)**

Name:

Educational Qualification:

Certifications:

PHOTO

Experience in last three years

Year	From Date	To Date	Name of Organization	Client/ Project	No. of days worked	No. of wells drilled	Type of wells drilled	Worked as

Format for Other personnel

- 1 CATEGORY OF JOB / POST :
- 2 NAME OF INCUMBENT :
- 3 PRESENT ADDRESS :
- 4 HOME ADDRESS :
- 5 NATIONALITY :
- 6 DATE OF BIRTH :
- 7 ACADEMIC QUALIFICATION :
- 8 TECHNICAL QUALIFICATION :
- 9 TOTAL EXPERIENCE IN THE RELATED FIELDS (IN YEARS) :
- 10 JOB EXPERIENCE RESUME :

SL NO	WORK EXPERIENCE		TYPES OF WELL DRILLED	NAME OF COMPANY	PLACE OF WORK
	FROM	TO			

NOTE: To attach all supplementary including present & previous Appointment letter and Client's approval documents.

Signature of Authorized Person:

Name:

Seal of the Bidder:

OFFSET WELL DATA**GEOSCIENTIFIC INFORMATION OF UPPER ASSAM BASIN:**

The Upper Assam Basin is truly a Tertiary sub-basin of the Assam-Arakan geological province located in the north-eastern part of Indian subcontinent. The Upper Assam basin had received clastic sediments in varied shallow marine to paralic and non-marine (deltaic, fluviatile) environmental conditions in different geological times during Tertiary period. In the present day configuration of the basin, the basement dips both towards southeast and northwest on the southern and northern flanks of the basement ridge, respectively. The sedimentary thickness, which is less than 4 km along the axis of the basement ridge, increases to more than 7 km towards Naga-Patkai range and the Eastern Himalayan foothills region.

Commercial oil/gas accumulations discovered so far occurs mainly in the fault closures within a depth range of about 2200-3600 metres in Miocene and Oligocene reservoirs and 3400-5400 metres in the Paleocene/ Lower Eocene reservoirs. Presently, substantial amount of the oil is produced by the Company from these Paleocene/ Lower Eocene thin clastic reservoirs. The Paleocene Lower Eocene formations are over pressured while Oligocene and younger formation are nearly hydrostatic.

EXPECTED FORMATION:

FORMA- TION	AREAS/DEPTH(M)TVD						
	BARIKU RI	BAGH- JAN	TENGA- KHAT	CHABUA	HATIALI	NORTH CHANDMAR I	SHALMARI
GIRUJAN (Clay/Subo rdin Sandstone)	Absent	Absent	1700	20	1820	20	1703
TIPAM (Sand stone/Shal e)	2003	2144	1780	1720	1850	2080	2326
BARAIL (Mud stone/Shal e)	2664	2401	2285	2165	2380	2650	3096
KOPILI (Splintery shale/Sand	3293	3178	2900	2820	2890	3320	3668

PRANG (Lime stone /Shale)	3530	3541	3310	3250	3290	3560	4244
NARPUH (Sand stone/Shale/ Silt stone)	3587	3632	3390	3320	3360	3620	4316
LK+Th (Shale/Sand stone/ Whitish Clay)	3720	3720	3460	3400	3440	3740	4386
LANGPAR (Shale/Coal /Sand stone)	3878	3847		3520	3550	3910	4526
BASEMENT	3943	3898		3600	3600	3950	4594

Note: Formation depths are tentative and may have difference of about +/- 100 m in actual or vary well to well.

SPECIAL NOTE ON BAREKURI - BAGHJAN FIELD:

BAREKURI FIELD

The hydrocarbon prospects of the Barekuri field are confined to Palaeocene/Lower Eocene and average depth of the reservoir is around 3740 m below MSL. So far, OIL has drilled nine wells in this structure of which 8 are oil producers and the current rate of production is approximately 1000 m³/day with very negligible water cut. Some more wells are planned to be drilled to develop/delineate the pay sands. The initial reservoir pressure is 428.5 kg/cm² and the current reservoir pressure is around 428.0 kg/cm².

BAGHJAN FIELD

The main multi-stacked hydrocarbon bearing horizons are confined to the Palaeocene / Lower Eocene sandstone reservoirs. So far, drilling has been completed in 12 wells in the Baghjan structure. The reservoir pressure was found to be around 422.6 Ksc which is 50 Ksc above hydrostatic. The depth to Basement in the Baghjan area is around 3910 m below MSL and average depth of the reservoir is around 3700 - 3800 m below MSL. The area has been covered by 3D seismic survey. Some more wells are planned to be drilled to delineate extremes of the pay sands which include directional wells.

MUD PROGRAM FOR OFFSET WELL

TYPE-I: (Dikom, Kathaloni, Hatiali, Baghjan, Chabua etc.)

DEPTH (M) TVD	HOLE SIZE	MUD WEIGHT & TYPE	MUD PARAMETERS
150	17½"	66-68 lbs/cft water based bentonite mud	M.F Viscosity: 50-55 sec
2000+	12¼"	66-69 lbs/cft fully dispersed water based bentonite mud treated with FCLS, CL, PAC, and CMC, emulsified with oil.	M.F viscosity: 50-55 sec App. Viscosity: 19-22 cp Plastic viscosity: 16-18 lbs/100 sq.ft. YP: 12-16lbs/100 sq. ft. Gel (0 Min): 3-8 lbs/100 sq.ft. Gel (15 Min): 23-35 lbs/100 sq.ft. API sand (%): 0.1 Solid (%): 10-14 % API Fluid Los: 10-6 cc. Mud cake: 1-2 mm PH: 8.5-9.5 Lubricity co-efficient : 0.3- 0.25
2000- 4000	8½"	72-80 lbs/cft semi dispersed water based bentonite mud treated with XC-Polymer, PAC, Resinex, Sulfonated Asphalt emulsified with oil.	M.F viscosity: 45-40 sec App. Viscosity: 30-18 cp Plastic viscosity: 10-20 lbs/100 sq.ft. YP: 26-15 lbs/100 sq. ft. Gel (0 Min): 2-6 lbs/100 sq.ft. Gel (15 Min): 16-30 lbs/100 sq.ft. API sand (%): 0.1 Solid (%) : 10-14 % API Fluid Los : 6-3.5 cc. Mud cake: 1-0.5 mm PH: 9.0-9.5 Lubricity co-efficient : 0.3- 0.15

TYPE-II: (Makum, North Hapjan Area)

DEPTH (M) TVD	HOLE SIZE	MUD WEIGHT & TYPE	MUD PARAMETERS
150	17½"	66-68 lbs/cft water based bentonite mud	M.F Viscosity: 50-55 sec

150-1900	12¼"	66-68 lbs/cft lightly treated water based bentonite mud, treated with CMC (H), CMC (L), CFLS, Geltex-CP etc.	M.F Viscosity: 50-55 sec, App. Viscosity: 18-14 cp, Plastic viscosity: 13-8 lbs/100 sq.ft., YP: 15-10 lbs/100 sq. ft., Gel (0 Min): 10-8 lbs/100 sq.ft., Gel (15 Min): 25-35 lbs/100 sq.ft., API sand (%): 0.1 Solid (%) : 10-14 % API Fluid Los : 14-8
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			cc. Mud cake: 1-2 mm PH: 8.5-9.5
1900-3000	8½"	68-72 lbs/cft. Glycol-Amine PHPA mud	M.F viscosity: 50-46 sec App. Viscosity: 30-15 cp Plastic viscosity: 11-7 lbs/100 sq.ft. YP: 30-14 lbs/100 sq. ft. Gel (0 Min): 10-6 lbs/100 sq.ft. Gel (10 Min): 15-6 lbs/100 sq.ft. API sand (%): 0.1 Solid (%) : 2-5 % API Fluid Los : 10-6 cc. Mud cake: 1-1.5 mm PH: 8.5-9.0 Lubricity coefficient : 0.00-0.00

MUD HYDRAULICS FOR 8½", 12¼" & 17½"HOLE

Type of bit	Size of hole	GPM (US)	Jet Velocity (ft/sec)	Annular Velocity (ft/min)	Annular Velocity (ft/min)
				OH vs. DC	OH vs. DP
PDC	8.½"	430-460	320-350	280-350	200-240
TCR	8.½"	310-350	325-440	240-280	155-180
PDC	12.¼"	550-700	320-400	190-240	130-160
TCR	12.¼"	500-600	290-350	170-205	120-140
TCR	17.½"	550-620	200-250	70-80	50-60

BIT DATA FOR 8½", 12¼" & 17½ HOLE

BIT DATA FOR 17½ INCH HOLE:

Depth (M)	Bit size(inch)	Bit details	ROP (M/Hr.)	Average Meterage/bit
200-800	17½	TCR (IADC:1-1-1, 1-2-1)	25-35	600m+
800- 1600	17½	TCR (IADC,1-1-1, 1-2-1, 1-2- 4)	15-25	400m+

BIT DATA FOR 8½" & 12¼" HOLE

Depth (M)	Bit size(inch)	Bit details	ROP (M/Hr.)	Average Meterage/bit
1800-3800	8.½"	PDC (IADC,M-332)	11-12	2000+
1800-3900	12.¼"	TCR (IADC,1-2-7, 1-3-7)	5-7	350+
1800-3900	12.¼"	PDC IADC,M324	6-8	2000+
3900-4600	8.½"	PDC (IADC,M-332)	4-5	2000+
3900-4600	8.½"	TCR (IADC,4-3-7, 1-3-7)	3-4	150+

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	1.0	GENERAL CONFORMITY: The bid shall conform generally to the specifications and terms & conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the 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.			
2	2.0	<p>Bidders shall quote either for Group-I or Group-II or for both the groups indicated hereunder and shall categorically confirm the same in their technical bid:</p> <p>I. <u>GROUP-I</u></p> <p>(i) RSS + MWD package consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray and Annulus Pressure & Temperature) & MWD/LWD Surface Unit + Collar based (non-retrievable) LWD – Resistivity tool + Drilling Jar + Services of personnel (Directional Driller & MWD/LWD Engineer) suitable for 12¼” hole section on Regular basis as per the Scope of Work. Quantity: 02 (Two) sets for deployment on regular basis.</p>			

TECHNICAL EVALUATION SHEET FOR BEC

		<p>(ii) RSS + MWD package consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray, Annulus Pressure & Temperature) and MWD/LWD Surface Unit + Collar based (non-retrievable) LWD tools – (Resistivity, Neutron Porosity & Azimuthal Density with imaging & caliper) + Drilling Jar + Services of personnel (Directional Driller & MWD/LWD Engineer) suitable for 8½” hole section as per the Scope of Work. Quantity: 02 (Two) sets for deployment on regular basis.</p> <p>(iii) POWERED RSS + MWD package consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray, Annulus Pressure & Temperature) and MWD/LWD Surface Unit + Collar based (non-retrievable) LWD tools - (Resistivity, Neutron Porosity & Azimuthal Density with imaging & caliper) + Drilling Jar + Services of personnel (Directional Driller & MWD/LWD Engineer) suitable for 6” hole section as per the Scope of Work. Quantity: 01 (One) set on callout basis as & when required.</p> <p>II. <u>GROUP-II:</u></p> <p>(i) SDMM + MWD package consisting of Collar based (non-retrievable) MWD tools (Directional & Gamma Ray) and MWD Surface Unit + Drilling Jar + Services of personnel (Directional Driller & MWD Engineer) suitable for 17½” hole section as per the Scope of Work. Quantity: 02 (Two) sets for deployment on regular basis.</p> <p>(ii) SDMM + MWD package consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray and Annulus Pressure & Temperature) & MWD/LWD Surface Unit + Collar based (non-retrievable) LWD – Resistivity tool + Drilling Jar + Services of personnel (Directional Driller & MWD/LWD Engineer) suitable for 12¼” hole section as per the Scope of Work. Quantity: 01 (One) set for deployment on regular basis.</p>			
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TECHNICAL EVALUATION SHEET FOR BEC

		(iii) SDMM + MWD package consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray, Annulus Pressure & Temperature) and MWD/LWD Surface Unit + Collar based (non-retrievable) LWD – Resistivity tool + Drilling Jar + Services of personnel (Directional Driller & MWD/LWD Engineer) suitable for 8½” hole section as per the Scope of Work. Quantity: 01 (One) set for deployment on regular basis .			
3	3.0	<p><u>TECHNICAL EVALUATION CRITERIA:</u></p> <p><u>3.1 EXPERIENCE:</u></p> <p>(i) <u>Bidders quoting for Group-I:</u> The bidder should be in the business of providing Directional Drilling services by deploying suitable Equipment [RSS, Collar based MWD-LWD, Drilling Jars, Stabilizers] along with Personnel (Directional Drillers and MWD-LWD Engineers) to E&P Companies (Companies involved in Exploration & Production of Oil & Natural Gas) for carrying out Directional drilling activities for a minimum of 05 (five) years during the last 7(seven) years reckoned from the original bid closing date.</p> <p><u>Bidders quoting for Group-II:</u> The bidder should be in the business of providing Directional Drilling services by deploying suitable Equipment [SDMM, Collar based MWD-LWD, Drilling Jars, Stabilizers] along with Personnel (Directional Drillers and MWD-LWD Engineers) to E&P Companies (Companies involved in Exploration & Production of Oil & Natural Gas) for carrying out Directional drilling activities for a minimum of 05 (five) years during the last 7(seven) years reckoned from the original bid closing date.</p> <p><u>Bidders quoting for both Group-I & Group-II:</u> The bidder shall have the experience of Group-I and Group-II as indicated above.</p>			

TECHNICAL EVALUATION SHEET FOR BEC

		<p>(ii) The bidder in conjunction to the above, should have successfully drilled at least 10 (Ten) numbers of directional wells out of which at least 03 (Three) numbers of wells must be with a THD (Total horizontal displacement) of minimum 1500m using the above Directional Drilling Equipment and Personnel during the last 07 (Seven) years reckoned from the original bid closing date.</p> <p>(iii) Additionally, the bidder should have completed at least 01 (One) Directional Drilling Contract of minimum 02 (Two) years duration of providing Directional Drilling Services using the Directional Drilling Equipment and Personnel during the last 07 (Seven) years reckoned from the original bid closing date.</p>			
4	Notes to BEC Clause 3.1	<p>Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 of the tender, can also quote under the categories listed below:</p> <p><u>A. ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</u></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 3.1 can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its wholly owned subsidiary [supporting company]. However, the parent/subsidiary company (as the case may be) of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement.</p>			

TECHNICAL EVALUATION SHEET FOR BEC

		<p>In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Agreement (as per format enclosed as Annexure-I) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as Annexure-II from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.</p> <p><u>B. ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF SISTER-SUBSIDIARY/CO-SUBSIDIARY COMPANY:</u></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 can also be considered based on the experience of their sister-subsidiary/co-subsubsidiary company (supporting company) within the ultimate parent/holding company subject to meeting of the following conditions:</p> <p>i) Provided that the sister-subsubsidiary/co-subsubsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the same ultimate/holding parent company.</p> <p>ii) Provided that the sister subsidiary/co-subsubsidiary company on its own meets the experience criteria stipulated in the BEC and not through any other arrangement like Technical Collaboration agreement.</p>			
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TECHNICAL EVALUATION SHEET FOR BEC

		<p>iii) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide Annexure-III, between them, their ultimate parent/holding company, along with the technical bid.</p> <p><u>Note:</u> In case of A/B above, the supporting company shall not be allowed to submit separate/independent bid against this tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected. Further, bidders shall additionally submit following:</p> <p>i. Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at PROFORMA-K), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company in case the bidding company is the successful bidder.</p> <p>ii. In cases where the supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company. In such case bidding company shall furnish an undertaking that their subsidiary/parent/sister company (i.e. the supporting company) is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p> <p>iii. A certificate from the statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.</p>			
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TECHNICAL EVALUATION SHEET FOR BEC

		<p>The above certificate should not be more than 30 days old as on the original bid closing date.</p> <p>iv. 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 on account of non-performance of the contractor.</p> <p>II. Bidders quoting on the technical strength of Parent/Subsidiary/Sister Subsidiary/ Co-Subsidiary 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-IV in this respect to be submitted as part of technical bid.</p> <p>III. For proof of requisite Experience (refer Clause No. 3.1), the following documents/ must be submitted along with the bid:</p> <p>a. <u>In support of the BEC Clause 3.1 (i):</u> Bidder shall submit copies of relevant pages of the Contract(s) executed showing detailed address(es) of client(s), scope of work along with any of the following documentary evidence to substantiate the 05 (Five) years' of experience:</p> <p>(i) Completion certificate(s) issued by the client(s) (OR)</p> <p>(ii) Certificate(s) of Payment issued/acknowledged by the client(s) (OR)</p> <p>(iii) Any other document(s) which substantiate the 05 (Five) years' experience criteria as defined in the respective clause.</p> <p>Note: The summarized details should be submitted as per Annexure-AA.</p> <p>b. <u>In support of the BEC Clause 3.1 (ii):</u> Bidder shall submit relevant pages of the Contract(s) executed showing detailed address(es) of client(s),</p>			
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TECHNICAL EVALUATION SHEET FOR BEC

		<p>work order(s)/job ticket(s) along with any of the following documentary evidence in respect of satisfactory completion of 10 (ten) numbers of wells:</p> <p>(i) Relevant pages of End of Well report(s)/Well completion report(s)/Acknowledgement(s) by Clients (OR)</p> <p>(ii) Well Plan(s)/BHA analysis report(s)/Torque & Drag analysis report(s)/Anti Collision analysis report(s) (OR)</p> <p>(iii) Directional survey report(s)/Completion certificate(s) (OR)</p> <p>(iv) Any other document(s) which substantiate the successful drilling of minimum 10 (ten) numbers of Directional wells as defined in the respective clause.</p> <p>Note: The summarized details should be submitted as per Annexure-BB.</p> <p>c. <u>In support of the BEC Clause 3.1 (iii):</u> Bidder shall submit copies of relevant pages of respective Contract(s) showing detailed address(es) of client(s), scope of work(s) along with documentary evidence in respect of satisfactory execution of 01 (one) completed Contract of 02 (Two) years using Directional Drilling Equipment in the form of copies of any of the documents indicating respective contract number(s) and type of services as given below:</p> <p>(i) Satisfactory completion/performance certificate(s) from Client(s) (OR)</p> <p>(ii) Proof of settlement/release of final payment against the Contract (OR)</p> <p>(iii) Any other documentary evidence which substantiate completion of at least 1(one) Contract as defined in the respective clause.</p> <p>Note: The summarized details should be submitted as per Annexure-CC.</p>			
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TECHNICAL EVALUATION SHEET FOR BEC

		<p>IV. In case the requisite experience as mentioned in Para 3.1 above are against contract(s) awarded by OIL, the bidder need not submit requisite documentary evidences but must categorically specify OIL's Contract Number and date in their technical bid, against which they have executed the work.</p> <p>V. Oil India Limited (OIL) reserves the right to contact the Client(s)/ Operator(s) referred by the Bidder for authentication of documents submitted by the bidder under intimation/copy to the respective Bidder. OIL will not be responsible for Client(s)/Operator(s) not confirming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time then such Bidder's technical bid will be considered as nonresponsive. It will be the responsibility of the Bidder to take up the matter with their Client(s) and arrange for the confirmation as desired by OIL.</p> <p>VI. A job executed by a bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BEC.</p>			
5	3.2	<p>Scope of Work: The bidders shall quote for full scope of work for Group-I or Group-II or for both groups indicated under Clause No. 2.0 above. Bidders should categorically mention in their bid, for which group(s) they are bidding. In case the bidder quotes incomplete scope of work with respect to a particular group, their offer for that group will not be considered for award of contract.</p> <p><u>Note:</u></p> <p>a. The total requirement under the tender is for 09 (Nine) sets [05 (Five) sets under Group-I and 04 (Four) sets under Group-II].</p> <p>b. In case, the bidder does not have all of the services of their own, they can have pre-tender tie-up only for the services of Drilling Jars. However, the bidder has to have all of the other services of their own.</p>			

TECHNICAL EVALUATION SHEET FOR BEC

6	3.3	In case of pre-tender tie-up, the bidder should execute a legally enforceable MOU/Agreement valid for entire duration of the contract. Copies of the pre-tender tie-up for each third-party service mentioned under clause 3.2, should be furnished along with the Technical Bid clearly referring to OIL's Tender Number & indicating the scope of work for technical partner of the bidder. Notwithstanding the MOU/Agreement, bidder shall clearly undertake the single point responsibility of completing the project as offered by the bidder and should categorically confirm the same.			
7	3.4	<p>Mobilization: Bidder must confirm unconditional acceptance to the mobilization schedule for tools and equipment including personnel in their technical bid. Offers indicating mobilization time more than the period mentioned in the tender will be rejected.</p> <p>All directional tools and equipment including personnel for all of the 08 (Eight) regular sets [consisting of 02 (Two) regular sets for 17½” hole section, 03 (Three) regular sets for 12¼” hole section and 03 (Three) regular sets for 8½” hole section], shall have to be mobilized within 60 (sixty) days from the date of issuance of mobilization notice to the successful bidder(s). However, OIL reserves the right to mobilize each of the sets in a phased manner and in that case separate mobilization notice will be issued against each set.</p> <p>All directional tools and equipment including personnel for the 01 (One) callout set for 6” hole section shall have to be mobilized within 60 (sixty) days from the issuance of mobilization notice for initial mobilization and within 30 (thirty) days for all subsequent mobilizations.</p>			
3.0 FINANCIAL EVALUATION CRITERIA:					
8	4.1	Annual Financial Turnover from operation of the bidder during any of preceding 03 (Three) financial/accounting years reckoned from the original bid closing date should be at least as under:			

TECHNICAL EVALUATION SHEET FOR BEC

		<p>i. Rs. 49.12 Crore (USD 5.91 million) for bidders quoting for Group-I</p> <p>ii. Rs. 30.01 Crore (USD 3.61 million) for bidders quoting for Group-II</p> <p>iii. Rs. 79.13 Crore (USD 9.52 million) for bidders quoting for both Group-I & II</p>			
9	4.2	Net worth of the bidder must be Positive for the preceding financial/accounting year.			
10	4.3	<p>In case the bidder is a subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company), who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then documents need to be submitted along with the technical bid in support of the following:</p> <p>(i) Annual Turnover from operation of last three accounting years of the parent/ultimate parent/holding company (supporting company) shall be as per Clause 3.1 above.</p> <p>(ii) Net worth of the parent/ultimate parent/holding company (supporting company) shall be positive for the accounting year preceding the bid closing date as per Clause 3.2 above.</p> <p>(iii) Corporate Guarantee (PROFORMA-XIX) on parent/ultimate parent/holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them, and</p> <p>(iv) A certificate from the statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly</p>			

TECHNICAL EVALUATION SHEET FOR BEC

		<p>concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.</p> <p>The above certificate should not be more than 30 days old as on the original bid closing date.</p>			
11	Note	<p>i. Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).</p> <p>ii. Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"</p>			
12	Notes to BEC Clause 4.0	<p>a. For proof of Annual Turnover from operation & Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p> <p>(iii) Audited Balance Sheet along with Profit & Loss account.</p> <p align="center">OR</p> <p>(iv) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in Proforma-XIV.</p> <p>Note :</p> <p>i. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.</p>			

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		<p>ii. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR/USD, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.</p> <p>b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date /within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per Proforma-X.</p> <p>c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>			
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		<p>d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.</p> <p>e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above in Para 4.0.</p>			
5.0 COMMERCIAL EVALUATION CRITERIA:					
13	5.0	<p>5.1 The bids are to be submitted under single stage Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid in their respective fields in E-portal. Only the Price Bid should contain the quoted price.</p> <p>5.2 The price quoted by the successful bidder must remain firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.</p> <p>5.3 Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.</p> <p>5.4 Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.</p> <p>5.5 Any bid received in the form of Physical document/E-mail will not be accepted.</p> <p>5.6 Bids shall be typed or written in indelible ink. The Bids and all uploaded documents must be digitally signed using "Class 3" digital</p>			

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		<p>certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India[except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.</p> <p>5.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.</p> <p>5.8 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.</p> <p>5.9 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.</p> <p>5.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <p>(i) Firm price (ii) Bid Security/EMD</p>			
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	<p>(iii) Period of validity of Bid</p> <p>(iv) Price Schedule</p> <p>(v) Performance Bank Guarantee / Security deposit</p> <p>(vi) Mobilization Schedule</p> <p>(vii) Scope of work</p> <p>(viii) Guarantee of material / work</p> <p>(ix) Liquidated Damages clause</p> <p>(x) Tax liabilities</p> <p>(xi) Arbitration / Resolution of Dispute Clause</p> <p>(xii) Force Majeure</p> <p>(xiii) Applicable Laws</p> <p>(xiv) Specifications</p> <p>(xv) Integrity Pact</p> <p>5.11 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.</p> <p>5.12 Bid received with validity of offer less than 120 (one hundred twenty) days from Bid Opening Date will be rejected.</p> <p>5.13 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Part-VI/Integrity Pact” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.</p>			
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		<p>5.14 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Further neither the Bidders nor any of any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats (Appendix-1 & Appendix-2) along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.</p> <p>5.15 Bidders shall submit duly filled checklists on BEC & other relevant technical criteria as prescribed in the tender along with their technical bid. If any bidder fails/declines to submit the same, their bid shall not be considered for further evaluation.</p>			
6.0 PRICE EVALUATION CRITERIA:					
14	6.0	<p>6.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Evaluation Criteria mentioned above will be considered for Price bid opening and Evaluation as per criteria given below:</p> <p>6.2 Bidders at their option are required to quote either for Group-I (Proforma-B1) or Group-II (Proforma-B2) or Group-I + Group-II together (Proforma B1 & Proforma-B2) considering all the line items therein, failing which the offer will be rejected.</p> <p>6.3 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 accordingly. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.</p>			

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		<p>6.4 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation to ascertain inter-se-ranking. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be during the job execution.</p> <p>6.5 The bidders are advised not to offer any discount/rebate separately but to offer their net prices in the Price Bid Format after considering discount/rebate, if any.</p> <p>6.6 Conditional and unsolicited discount will not be considered for evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.</p> <p>6.7 In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.</p> <p>6.8 While evaluating the bids, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees, for the purpose of ascertaining inter-se-ranking of the bidders.</p> <p>6.9 Bidders shall take note of the following:</p> <p>i) The total Mobilization charges per unit set for each hole section shall not exceed 1% of the total value per unit set for the respective hole</p>			
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		<p>section in the Price Bid. However, the total Mobilization charges per unit set for each hole section if quoted in excess of 1% of the total quoted value per unit set of each respective hole section in the Price Bid, the excess amount shall be paid at the end of the contract along with the demobilization charge.</p> <p>ii) The total De-Mobilization charges per unit set for each hole section shall not be less than 1% of the total value per unit set for the respective hole section in the Price Bid. However, the total De-mobilization charges per unit set for each hole section if quoted in deficit or less than 1% of the total quoted value per unit set of each respective hole section in the Price Bid, the deficit amount shall be withheld from the mobilization invoice and shall be paid back at the end of the contract along with the De-mobilization charges.</p> <p>iii) The quoted Unit Rental rate (for regular units) of each tool/equipment including personnel must not exceed 40% of the quoted corresponding Unit Operating rate of the respective tool/equipment including personnel in the Price Bid. If any bidder quotes the rental charge more than 40% percent of the corresponding Operating Charge, then their bid shall be evaluated considering their quoted Rental Charge only. However, if the bidder emerges as the successful bidder, the contract shall be awarded limiting the Rental Charge to 40% of the corresponding Operating Charge, where Rental Charge is quoted beyond the prescribed limit.</p> <p>iv) The quoted Unit Standby rate for the call out unit of each tool/equipment including personnel must not exceed 50% of the quoted corresponding Unit Operating rate of the respective tool/equipment including personnel in the Price Bid. If any bidder quotes the Standby rate more than 50% percent of the corresponding Operating Charge, then their bid shall be evaluated considering their quoted Standby Charge only. However, if the bidder emerges as the successful bidder, the</p>			
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		<p>contract shall be awarded limiting the Standby rate to 50% of the corresponding Operating Charge, where Standby rate is quoted beyond the prescribed limit.</p> <p>6.10 Depending on bidders' capability and meeting the financial and technical quantified criteria set out herein, bidders can submit their bid for either Group-I or Group-II or for both Group-I & Group-II. Bidders quoting for only Group-I shall submit their price as per Proforma-B1 and Bidders quoting for only Group-II shall submit their price as per Proforma-B2. Bidders quoting for both the Groups (Group-I and Group-II) shall submit their price as per both Proforma-B1 and Proforma-B2.</p> <p>6.11 Price bids for Group-I and Group-II shall be evaluated individually considering total quoted prices for all services including quoted GST (CGST & SGST/UTGST or IGST) against each group.</p> <p>6.12 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>6.13 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.</p> <p>For GST unregistered bidders or when a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.</p>			
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		<p>6.14 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.</p> <p>6.15 CUSTOMS DUTY: In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (BCD Nil & IGST @12%) subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.</p> <p>Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.</p> <p>Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable</p>			
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		<p>customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.</p> <p>Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.</p> <p>Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the Proforma-A submitted by the bidder.</p> <p><u>Note:</u> The aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.</p>			
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15	7.0	<p>7.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.</p> <p>7.2 To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC 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. Company is not obligated to seek any post-bid clarification. However, clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. Further, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p>7.3 If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.</p> <p>7.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.</p>			
16	8.0	<p><u>PURCHASE PREFERENCE CLAUSE:</u></p> <p>8.1 <u>PURCHASE PREFERENCE TO MSE BIDDERS:</u> Purchase Preference to Micro and Small Enterprises is applicable for this tender.</p>			

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		<p>8.1.1 Documentation required to be submitted by MSEs: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DLE-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.</p> <p>The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.</p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.</p> <p>8.1.2 Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister-Subsidiary/Co-Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is/are also an MSE(s).</p> <p><u>8.2 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):</u> Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of</p>			
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		<p>Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly.</p> <p>8.3 Contract(s) shall be awarded group wise subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 against each group separately as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto. The total sets under Group-I & Group-II are not further splittable.</p> <p>Note: The ‘Total Price’ shall be matched with that of the respective L1 bidder by reducing the differential rates proportionately or otherwise against the line items where their rates/prices are higher than that of the respective L1 bidder.</p>															
17	9.0	<p>9.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies to verify and certify various documents required against BEC/BRC of the tender:</p> <table><tr><th>Sl. No.</th><th>Name of Independent Inspection Agency</th><th>Contact E-mail ID</th></tr><tr><td>i.</td><td>M/s. RINA India Pvt. Ltd.</td><td>a. ssd@rina.org b. Andrea.Vattuone@rina.org</td></tr><tr><td>ii.</td><td>M/s. Dr. Amin Controllers Pvt. Ltd.</td><td>a. rkjain@rcaindia.net b. info@rcaindia.net</td></tr><tr><td>iii.</td><td>M/s. DNV Inspection India Pvt. Ltd,</td><td>a. amr.el-shirbini@dnv.com</td></tr></table>	Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID	i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org	ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net	iii.	M/s. DNV Inspection India Pvt. Ltd,	a. amr.el-shirbini@dnv.com			
Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID															
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org															
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net															
iii.	M/s. DNV Inspection India Pvt. Ltd,	a. amr.el-shirbini@dnv.com															

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				b. sherif.helmy@dnv.com c. raikar.rajesh@dnv.com			
		iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in			
		v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org			
		vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulfllyods.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com			
		vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com			
		viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com			
		ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com			

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			<p>9.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies as per Proforma-XIII along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.</p> <p>9.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any</p>			

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		<p>reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.</p> <p>9.4 The methodology of inspection/verification of documents is broadly as under but not limited to:</p> <p>(d) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.</p> <p>(e) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.</p>			
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TECHNICAL EVALUATION SHEET FOR BEC

		<p>(f) Verification of documents (but not limited to) are normally categorised as under:</p> <p>➤ General Requirement:</p> <ul style="list-style-type: none"> • Check Bidder's PAN Card • Check Bidder's GST Certificate • Check ITR of company • Check Bidder's Certificate of Incorporation – Domestic Bidder. <p>➤ Additional Documents : (If applicable against the tender)</p> <ul style="list-style-type: none"> • Joint Ventures Agreements – To cross-check with JV Partners • Consortium Agreements – To cross-check with Consortium Partners • Of Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern <p>➤ Technical Criteria</p> <ul style="list-style-type: none"> • To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender. <p>➤ Financial Criteria</p> <ul style="list-style-type: none"> • Check and verify Audited Balance Sheet/CA certificate • To check the Line of Credit, if incorporated in the tender. <p>Note: If any documents LOI/LOA/Contracts, etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency. Further TPI Verification and certification is not required for financial documents having Unique Document Identification Number (UDIN). Self-Undertaking furnished by the bidder in support of their bid may not be TPI verified.</p>			
18	10.0	<u>DOCUMENT AUTHENTICITY UNDERTAKING:</u>			

TECHNICAL EVALUATION SHEET FOR BEC

		Bidders should note that Company (OIL) may verify authenticity of all the documents / certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017 revised on 17.03.2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per Proforma-IX.			
19	11.0	<p><u>LAND BORDER SHARING:</u></p> <p>Bidders should submit an Undertaking that, their bid is compliant to Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.</p>			
20	12.0	<p><u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u></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>			

CHECKLIST FOR TECHNICAL SPECIFICATIONS

Bidders to indicate Complied/Provided or Not complied/Not Provided along with the Reference File No. and Page No. whichever is applicable

Clause No.	Description	Complied/ Provided	Not complied/ Not Provided	Reference File No. and Page No. of Bidder's Quote
	<u>TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS/SCOPE OF WORK (GROUP-I)</u>			
A.1	GROUP-I (SERVICE WITH COLLAR BASED MWD/LWD TOOLS):			
	<p>(i) 12¼” Hole Section : (RSS + MWD Package + LWD Resistivity + Jar) - 2(two) sets of tools and equipment including services of personnel for 12¼” hole section consisting of RSS, MWD package [consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray and Annulus Pressure & Temperature) & MWD/LWD Surface Units], Collar based (non-retrievable) LWD – Resistivity tools, Drilling Jars on regular basis.</p> <p>(ii) 8½” Hole Section : (RSS + MWD Package + LWD Resistivity & Density Porosity + Jar) - 2(two) sets of tools and equipment including services of personnel for 8½” hole section consisting of RSS, MWD package [consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray, Annulus Pressure & Temperature) and MWD/LWD Surface Unit], Collar based (non-retrievable) LWD tools – (Resistivity, Neutron Porosity & Azimuthal Density with imaging & caliper), Drilling Jars on regular basis.</p> <p>(iii) 6” Hole Section : (POWERED RSS + MWD Package + LWD Resistivity & Density Porosity + Jar) - 1(one) set of tools and equipment including services of personnel for 6” hole section consisting of POWERED RSS, MWD package [consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray, Annulus</p>			

	<p>Pressure & Temperature) and MWD/LWD Surface Unit], Collar based (non-retrievable) LWD tools - (Resistivity, Neutron Porosity & Azimuthal Density with imaging & caliper), Drilling Jars on Call Out basis.</p> <p>All of the above services are meant for carrying out directional drilling activity in OIL's PEL/ML/NELP/OALP areas. OIL will provide necessary recommendatory letter for EC for the tools/equipment, spares and consumables during initial and subsequent import of required materials against the contract. However, the total amount will be limited to the CIF value as declared in the bid as per Proforma-A.</p> <p>NOTE: Contractor shall provide the set of tools and equipment including services of personnel for Group-I as per the scope of work.</p>			
A.2	AREAS OF OPERATION:			
	The areas of operation will be predominantly in OIL's PEL/ML/NELP/OALP operational areas in the states of Assam and Arunachal Pradesh.			
B.0	SCOPE OF WORK FOR GROUP-I			
1.0	BROAD SCOPE OF WORK			
	<p>OIL intends to hire a total of 04 (Four) sets of directional tools and equipment including the services of personnel with collar based MWD/LWD system on Regular basis consisting of 2 (Two) independent operational sets for 12¼" hole section & 2 (Two) independent operational sets for 8½" hole section along with 01 (One) independent set of directional tools and equipment including the services of personnel with collar based MWD/LWD system on Call-out basis for 6" Hole Section for drilling of Directional/Side-track/Re-entry or any other types of wells from kick-off to target along with stand-by back-up tools for its exploration and development activities in the states of Assam and Arunachal Pradesh for a period of 04 (four) years. The tools, equipment and services may also be used in vertical wells for performance drilling. Additionally, some of the tools, equipment and services meant for one size of hole section may be used in another size of hole section (if</p>			

	<p>technically feasible) for effective utilization of resources at the discretion of OIL.</p> <p>The Contractor shall provide the services along with all necessary tools and equipment including personnel, and carry out directional drilling operations in accordance with the Company's approved directional well plan. The approved well plan may be amended from time to time by reasonable modification as deemed fit by the Company. However, the Contractor shall be wholly responsible for rendering the services as per the scope of work under this contract.</p>			
2.0	Under the service, the Contractor shall have to provide the following services with their tools and equipment:			
2.1	Collar based non- retrievable type MWD/LWD tools (Compatible with RSS/ POWERED RSS) with Positive/Continuous Mud Pulse Telemetry system shall have to be provided under this service. The Bidder should categorically confirm to this effect.			
2.2	RSS/POWERED RSS, Collar based non retrievable type MWD/LWD tools and Drilling Jars to be deputed under the service should comply with the following:			
i)	All down hole tools including surface units must be of recent version. These tools should either be new or recently refurbished. In case of refurbished tools, the refurbishment should not be more than 06(Six) months old. Contractor must submit relevant documents of the tools in this respect as documentary evidence at the time of mobilization of the tools. Bidder to categorically confirm the same. However, in case of brand new tools, the same will not be applicable.			
ii)	<p>In addition to the above, Contractor must submit maintenance schedule and certificates against all tools as per Contractor's policy at the time of mobilization of the tools under the Contract for scrutiny by OIL. Bidder to confirm the same.</p> <p>Note: Part nos./Identification nos. must be noted in the maintenance records.</p>			
iii)	The Bidder should provide the technical			

	literature/catalogue for all of the offered tools.			
iv)	The Contractor shall submit Calibration certificates of MWD/LWD tools at the time of mobilization showing Inclination, Azimuth, Tool face and Dip angle accuracies as applicable for scrutiny by OIL. Calibration certificates for accuracy of measurement should not be more than 6(six) months old. In case, the calibration certificates are of 01 (One) year validity , the same will also be applicable, provided the certificates are valid at the time of mobilization. Bidder to confirm the same.			
v)	RSS/POWERED RSS, MWD/LWD and Drilling Jar tools provided by the Contractor shall be supported with spares and service during the duration of the Contract.			
vi)	Contractor has to submit relevant test certificates of the drilling jars for scrutiny by OIL at the time of mobilization of the same.			
vii)	All tools/equipment and spares deployed by the Contractor should meet OIL's specified requirement.			
viii)	MWD/LWD tools initially mobilized by the Contractor and any replacement thereof should be accompanied by Calibration sheets, approved by Contractors QA/QC engineers/TPI. Bidder to confirm the same.			
3.0	TOOLS, EQUIPMENT & SERVICES (GROUP-I) :			
	The Group-I shall consist of the Directional Drilling Equipment as per Table-1 of Terms of Reference, Part-3, Section - II.			
3.1	TOOLS, EQUIPMENT & SERVICES FOR 12¼" HOLE SECTION:			
i)	2(Two) Sets of Directional Drilling Tools & Equipment consisting of RSS along with Accessories, MWD			

	<p>package consisting of Collar based (non-retrievable) MWD tools (with real time Directional, Gamma Ray and Annulus Pressure & Temperature tools) & MWD/LWD Surface Units, Collar based (non-retrievable) LWD-Resistivity tools, Drilling Jars and related directional tubular and accessories (NMDCs, UBHO subs, Float subs, Cross-Over subs etc. as applicable) are to be provided for drilling of 12¼" hole section as a complete package as per Table-1 (Sl. No. 1.0, 1.1, 1.2.i, 1.2.ii, 1.3 & 1.4 on regular basis. The system should be capable of building, holding and dropping well angle and direction as per approved well plan trajectory. Also, the system with RSS should be capable of simultaneously changing azimuth and inclination in rotary drilling mode.</p>			
ii)	<p>The MWD/LWD system should have two-way communication system i.e. real time up link and down link facility for data transmission and for sending command to the down hole tools with positive/continuous mud pulse telemetry as the primary mode of downlinking. RPM/GPM mode for Downlinking would be allowed as a secondary means only. The MWD/LWD system should be able to respond to downlink command given from surface in real time (by flow rate change using mud pumps) and perform the desired command down hole. It should transmit data from down hole to surface in real time on continuous basis. The Surface unit should be complete with necessary computers, monitors, printers, plotters etc., and other equipment as necessary to execute the job.</p>			
iii)	<p>The Directional Drilling equipment will be put in operation from one well to another as per OIL's requirement. To ensure un-interrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should bring sufficient quantity of back up tools, equipment and spares in addition to the primary sets/quantity of tools for 12¼" hole section as defined in Table-1. Servicing of tools will be allowed at no workload period only.</p>			

iv)	<p>Gamma Ray & Resistivity Measurement tools: The Gamma Ray and Resistivity tools for 12 1/4" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision for real time data transmission as well as for recording of Data in memory mode. Data is also to be recorded while pulling out by back reaming/with pump-on whenever required. The tools should have a temperature rating of not less than 120° C, pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).</p> <p>The resistivity measurements to be carried out as per below:</p> <ul style="list-style-type: none"> c) To be recorded in multiple frequencies and in multiple depth of investigations. d) Bore-hole compensated phase & attenuation measurement systems with multiple depths of investigation. c) Resistivity measurement: 0.2 to 2000 Ohm-m d) Invasion Profile with curve separation. 			
v)	<p>Annulus Pressure and Temperature Measurement tools: The Annulus Pressure and Temperature tools for 12 1/4" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision of real time data transmission and of recording in memory mode. The tools should work in temperature range of 120° C or more, pressure rating of 18,000psi or more and tool curvature of 6.5°/100' (Rotary) or better.</p>			
vi)	<p>Services of Directional Drillers to operate RSS and MWD/LWD Engineers to operate MWD/LWD tools for 12 1/4" hole section are to be provided for execution of directional drilling program as per Company's plan. Minimum two directional drillers and minimum two MWD/LWD Engineers per set are required to be provided always to carry out operation on continuous basis.</p>			

vii)	The 12¼" hole section shall have to be drilled by the Contractor with the help of RSS, MWD/LWD & Drilling Jar in consultation with OIL. Phase length of the section will be around 2000m (MD) with a total displacement of around 1500m or more at sectional TD.			
viii)	The RSS and MWD/LWD equipment should be best in class tools of the Contractor that are to be engaged in the business. The complete system should be able to kick-off from vertical and should be efficient to drill high angle high displacement wells of sail angle 55°-85°.			
3.2	TOOLS, EQUIPMENT & SERVICES FOR 8½" HOLE SECTION:			
i)	2(Two) Sets of Directional Drilling Tools & Equipment consisting of RSS along with Accessories, MWD package consisting of Collar based (non-retrievable) MWD tools (with real time Directional, Gamma Ray and Annulus Pressure & Temperature tools) & MWD/LWD Surface Units, Collar based (non-retrievable) LWD-Resistivity, Neutron Porosity & Azimuthal Density with imaging & caliper tools, Drilling Jars and related directional tubular and accessories (NMDCs, UBHO subs, Float subs, Cross-Over subs etc. as applicable) are to be provided for drilling of 8½" hole section as a complete package as per Table-1 (Sl. No. 2.0, 2.1, 2.2.i, 2.2.ii, 2.3, 2.4 & 2.5 on regular basis. The system should be capable of building, holding and dropping well angle and direction as per approved well plan trajectory. Also, the system with RSS should be capable of simultaneously changing azimuth and inclination in rotary drilling mode.			
ii)	The MWD/LWD systems for 8½" hole section should have two way communication system i.e. real time up link and down link facility with positive/continuous mud pulse telemetry as the primary mode of downlinking. RPM/GPM mode for Downlinking would be allowed as a secondary means only. The MWD/LWD system should be able to respond to downlink command given from surface in real time (by			

	<p>flow rate change using mud pumps) and should perform the desired command down hole. It should transmit data from down hole in real time on continuous basis. The Surface MWD/LWD unit should be complete with necessary computers, monitors, printers, plotters etc., and other equipment as necessary to execute the job.</p>			
iii)	<p>The Directional Drilling Equipment for 8½” hole section will be put in operation from one well to another as per OIL’s requirement. To ensure uninterrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should bring sufficient quantity of back up tools, equipment and spares in addition to the primary sets/quantity of tools for 8½” hole section as defined in Table-1. Servicing of tools will be allowed at no workload period only.</p>			
iv)	<p>Gamma Ray, Resistivity and Neutron Porosity & Azimuthal Density with imaging & caliper tools: The Gamma Ray, Resistivity and Neutron Porosity & Azimuthal Density with imaging & caliper tools for 8½” hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision for real time data transmission as well as for recording of Data in memory mode. Data is also to be recorded while pulling out by back reaming/with pump-on whenever required. The tools should have a temperature rating of not less than 120° C, pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).</p> <p>Minimum 512 MB memory to be provided for recording purpose.</p> <p>The resistivity measurements to be carried out as per below:</p> <p>c) To be recorded in multiple frequencies and in multiple depth of investigations.</p> <p>d) Bore-hole compensated phase & attenuation measurement systems with multiple depths of</p>			

	<p>investigation.</p> <p>c) Resistivity measurement: 0.2 to 2000 Ohm-m</p> <p>d) Invasion Profile with curve separation.</p> <p>The Neutron Porosity & Azimuthal Density measurements shall be as follows:</p> <p>a) Azimuthal Density Range = 1.8 to 2.8 gm/cc</p> <p>b) Pe = 1 to 10 units</p> <p>c) Neutron porosity = -6 to 54 P.U. or 0 to 60 P.U.</p> <p>d) Azimuthal density from four quadrant and images are to be provided as per the operational requirement with 16 BINS measurement and real time transmission at a rate of 4 BINS / 4 Sectors or more.</p> <p>e) Ultra Sonic/ Density derived Caliper Log to be provided.</p>			
v)	<p>Annulus Pressure and Temperature Measurement tools: The Annulus Pressure and Temperature tools for 8½” hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision of real time data transmission and of recording in memory mode. The tools should have a temperature rating of not less than 120° C and pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).</p>			
vi)	<p>Services of Directional Drillers to operate RSS and MWD/LWD Engineers to operate MWD/LWD tools are to be provided for execution of drilling program as per Company's plan. Minimum two directional drillers and minimum two MWD/LWD Engineers per set are required to be provided always to carry out operation on continuous basis.</p>			
vii)	<p>The 8½” hole section shall have to be drilled by the Contractor with the help of RSS, MWD/LWD, Drilling Jar etc., in consultation with the Company. Phase length of the 8½” sections will be around 1000M (MD)</p>			

	with a total displacement of around 2000m or more at sectional TD.			
viii)	The RSS and MWD/LWD equipment should be best in class tools of the Contractor that are to be engaged in the business. The complete system should be able to kick-off from vertical and should be efficient to drill high angle high displacement wells of sail angle 55°-85°.			
3.3	TOOLS, EQUIPMENT & SERVICES FOR 6" HOLE SECTION:			
i)	1(One) Set of Directional Drilling Tools & Equipment consisting of POWERED RSS along with Accessories, MWD package consisting of Collar based (non-retrievable) MWD tools (with real time Directional, Gamma Ray and Annulus Pressure & Temperature tools) & MWD/LWD Surface Units, Collar based (non-retrievable) LWD-Resistivity, Neutron Porosity & Azimuthal Density with imaging & caliper tools, Drilling Jars and related directional tubular and accessories (NMDCs, UBHO subs, Float subs, Cross-Over subs etc. as applicable) are to be provided for drilling of 6" hole section as a complete package as per Table-1 (Sl. No. 3.0, 3.1, 3.2.i, 3.2.ii, 3.3, 3.4 & 3.5 on Call Out basis . The system should be capable of building, holding and dropping well angle and direction as per approved well plan trajectory. Also, the system with POWERED RSS should be capable of simultaneously changing azimuth and inclination in rotary drilling mode.			
ii)	The MWD/LWD systems for 6" hole section should have two way communication system i.e. real time up link and down link facility with positive/continuous mud pulse telemetry as the primary mode of downlinking. RPM/GPM mode for Downlinking would be allowed as a secondary means only. The MWD/LWD system should be able to respond to downlink command given from surface in real time and should perform the desired command down hole. It should transmit data from down hole in real time on continuous basis. The Surface MWD/LWD unit should be complete with necessary computers,			

	monitors, printers, plotters etc., and other equipment as necessary to execute the job.			
iii)	The Directional Drilling Equipment for 6" hole section will be put in operation from one well to another as per OIL's requirement. To ensure uninterrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should bring sufficient quantity of back up tools, equipment and spares in addition to the primary sets/quantity of tools for 6" hole section as defined in Table-1. Servicing of tools will be allowed at no workload period only.			
iv)	<p>Gamma Ray, Resistivity and Neutron Porosity & Azimuthal Density with imaging & caliper tools:</p> <p>The Gamma Ray, Resistivity and Neutron Porosity & Azimuthal Density with imaging & caliper tools for 6" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision for real time data transmission as well as for recording of Data in memory mode. Data is also to be recorded while pulling out by back reaming/with pump-on whenever required. The tools should have a temperature rating of not less than 120° C, pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).</p> <p>Minimum 512 MB memory to be provided for recording purpose.</p> <p>The resistivity measurements to be carried out as per below:</p> <ul style="list-style-type: none"> c) To be recorded in multiple frequencies and in multiple depth of investigations. d) Bore-hole compensated phase & attenuation measurement systems with multiple depths of investigation. c) Resistivity measurement: 0.2 to 2000 Ohm-m d) Invasion Profile with curve separation. 			

	<p>The Neutron Porosity & Azimuthal Density measurements shall be as follows:</p> <p>a) Azimuthal Density Range = 1.8 to 2.8 gm/cc</p> <p>b) Pe = 1 to 10 units</p> <p>c) Neutron porosity = -6 to 54 P.U. or 0 to 60 P.U.</p> <p>d) Azimuthal density from four quadrant and images are to be provided as per the operational requirement with 16 BINS measurement and real time transmission at a rate of 4 BINS / 4 Sectors or more.</p> <p>e) Ultra Sonic/ Density derived Caliper Log to be provided.</p>			
v)	<p>Annulus Pressure and Temperature Measurement tools: The Annulus Pressure and Temperature tools for 6" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision of real time data transmission and of recording in memory mode. The tools should have a temperature rating of not less than 120° C and pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).</p>			
vi)	<p>Services of Directional Drillers to operate POWERED RSS and MWD/LWD Engineers to operate MWD/LWD tools are to be provided for execution of drilling program as per Company's plan. Minimum two directional drillers and minimum two MWD/LWD Engineers are required to be provided always to carry out operation on continuous basis.</p>			
vii)	<p>The 6" hole section shall have to be drilled by the Contractor with the help of POWERED RSS, MWD/LWD, Drilling Jar etc., in consultation with the Company. Phase length of the 6" sections will be around 800m (MD) with a total displacement of around 2300m or more at sectional TD.</p>			

viii)	The POWERED RSS and MWD/LWD equipment should be best in class tools of the Contractor that are to be engaged in the business. The complete system should be able to kick-off from vertical and should be efficient to drill high angle high displacement wells of sail angle 55°-85°.			
4.0	Contractor to ensure that at least 1(one) back-up tool/Equipment in working condition is always available against the main tool/equipment. If, in the event of breakdown of any of the main tool(s)/equipment, it is found that back up tool(s)/equipment in working condition is/are not available, then Zero rate will be applicable immediately from the moment any tool(s)/equipment failure is/are detected in operation, as defined in clause no. 8.0 under schedule of rates. Additionally, penalty @ 100% of Operating rate of the faulty tool(s)/equipment will be levied over and above the Zero rate from the start of the waiting period at surface till the replacement/back up tool(s)/equipment is/are available at site.			
5.0	<p>Contractor shall provide RSS/POWERED RSS, Drilling Jars and Collar based non-retrievable type MWD/LWD tools with MTBF (Mean-time Between Failure) exceeding 1000 hrs.</p> <p>NOTE: Bidders to note that Company (OIL) at it's discretion shall have the right to use the tool/tools as per the requirement of OIL of the service for a particular section independently at any point of time during the course of the contract, depending on its requirement as decided by Company.</p>			
6.0	The Contractor is required to comply with following specified requirements:			
i)	To provide all cross-over subs required between Contractor's BHA to Company's drill string. Any other additional cross-over sub(s) required for Contractor's BHA is/are to be identified and furnished by the Contractor. Drill Strings are available with "OIL" for Drilling of 17½", 12¼", 8½" & 6" hole sections. The details of the drill strings are furnished			

	in Annexure-B.			
ii)	To provide the 5"/ 3½" Drill Pipe Screen, Safety clamps for Contractor's BHA, backup tools/equipment with sufficient spares & consumables.			
iii)	To provide 02 nos. of lifting sub with 4½" IF/ 3½" IF connection each and provision for accommodating strainer against each size of NMDC for conducting Surface test.			
iv)	<i>The length of NMDCs should be preferably about 30 feet.</i>			
v)	To provide detailed specification of tools/equipment/sensors along with relevant catalogues and also all the features available in their MWD system. The Contractor should also indicate the limitations of their tools/sensors such as temperature, pressure and discharge limitations with ability to pump LCM materials in Mud Loss conditions through the tool and accordingly the equipment & sensor must perform.			
vi)	The Contractor shall keep fishing tools including spares required for Contractor's nonstandard equipment/tools, if any.			
vii)	The minimum drift diameter of Hydro-Mechanical/Hydraulic Jar for 8½" Hole should not be less than 2½".			
viii)	Contractor must ensure that all surface equipment including Contractors' bunk houses must be as per safety guidelines.			
ix)	Any Bidder not quoting for all of the services as per the Scope of work will be considered non responsive and their bids shall be rejected.			

7.0	DETAILS OF EQUIPMENT & SERVICES REQUIREMENT:			
	The Contractor shall provide the following services against each of the 5 (Five) independent sets of services (4 – regular & 1 – on callout basis), as applicable:			
i)	Well Planning Services:			
	<p>Company will design the well trajectory and share the same along with other relevant data with the Contractor. Contractor shall accept the plan and carry out directional drilling accordingly. However, Contractor may review the Company's plan at their end and suggest anticipated Torque & Drag issues, Hydraulics requirement and Anti-collision issues. If required, Company may review the well plan in consultation with the Contractor to sort out any kind of well trajectory related issues. In that case, the reviewed plan must be accepted by the Contractor. Thereafter, it shall be the responsibility of the Contractor to maintain the well profile of the hole as per the approved plan from kick off point till target depth of a particular section is reached.</p> <p>Contractor shall design at their end the Well Trajectory, Torque & Drag, Hydraulics, Anti-collision, proposed BHA etc., with their latest directional software and share the same for the particular hole section of a directional well during actual drilling.</p> <p>Bidder shall submit end of Well Report after completion of the assigned Section/Well in hard as well soft copies (.pdf format).</p>			
ii)	MWD equipment and Services:			
	a) The Contractor shall provide 1 (one) complete set of collar based (non-retrievable) MWD System against each of the 5 (Five) sets. The collar based (non-retrievable) MWD tools should be collar specific, i.e. for different collar sizes, outside diameter of sensors are different except of directional sensor. All sensors (except Directional Sensor) of MWD tool should be shrink fitted or part of the collar. Rate of data transmission should be more than 02(two) bits per second. The bore must be empty with no probe except for the directional part. Mud must be able to pass			

	<p>through the inserts (i.e. Battery pack, Gamma pack, Electronics, etc.) at flow rates of 600-1200 GPM or better. MWD tools with same size of probe fixed mechanically (fixed collar/collar mounted) for different collar sizes are not to be considered as collar based tools. Probe based tools are not acceptable.</p> <p>b) The MWD system should be based on positive/continuous pulse, mud telemetry for drilling (12¼", 8½" & 6") hole as per requirement of OIL provided in the MWD specifications in Annexure-C (I), along with cross-over subs, Non Magnetic Drill Collars, Float Subs – if required with all sets of electronic packages, surface computers and other accessories required for continuous real time monitoring of tool face, inclination, direction (azimuth), gamma and annulus pressure & temperature while drilling (12¼", 8½" & 6") hole. The annulus pressure & temperature measurement shall be as per requirement of OIL provided in Annexure-H (I). Contractor will have to maintain sufficient back up tools & spares to meet contingent situation like Lost-in-Hole/Tool-failure etc. However, 30(thirty) days time shall be allowed for mobilization of replacement tool(s) in case of LIH.</p> <p>c) Contractor shall provide Gamma Ray Tool compatible with the offered MWD system. Contractor shall provide the Company with Gamma Vs True Vertical Depth and Measured Well Depth. The Gamma Ray measurement shall be as per requirement of OIL provided in Annexure-C (I). Contractor will maintain sufficient back up tools & spares to meet contingent situation like Lost in Hole/Tool failure etc.</p> <p>d) Contractor shall provide MWD (Measurement While Drilling) System, based on mud pulse telemetry, Positive/Continuous Pulse system, with MTBF (Mean-time Between Failure) exceeding 1000 hrs. Bidder to confirm that MTBF certificate from TPI will be submitted before mobilization.</p> <p>NOTE:</p> <p>1) All the MWD/LWD tools should be able to interface with each other and facilitate 2-way</p>			
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	communication & integration of data and commands.			
	2) Contractor to provide additional NMDC if required for MWD/LWD survey accuracy.			
iii)	Surface Equipment:			
	<p>Surface MWD/LWD unit with computers/printers accessories to record and print real time data with necessary transducers and connections to work with rig power supply 220 volts, 50 Hz./415V AC, 3-Phase, 3 wire as per requirement of OIL as stated in Annexure-A(I) (Bidder to fill up the Annexure). System should also have following features:</p> <p>(a) Record data like angle, azimuth and tool face and transmit it to surface with rig floor display. System should have features for dynamic tool face recording when drilling with RSS.</p> <p>(b) System should be able to record stand pipe pressure, weight on bit, rotary RPM and Rate of penetration with depth counter facility.</p> <p>(c) Record bottom hole annulus pressure measurements, temperature, stick slip, shock and vibrations.</p> <p>(d) Record resistivity, neutron porosity and display real time azimuthal density with imaging caliper.</p> <p>(e) Record and print real time API Gamma, Resistivity and Annulus Pressure & Temperature measurement & LWD measurement with measured depth.</p> <p>(f) Record and print real time API Gamma, Resistivity and Annulus Pressure & Temperature measurement & LWD measurement with TVD.</p> <p>NOTE: The MWD/LWD Surface Unit (Work station) should come with minimum 150m of 3-Phase power cables for cluster locations. Contractors are required to give an Electrical Test Certificate for the Surface unit & Bunks prior to powering of the unit by OIL. Contractors to confirm to provide the same.</p>			
iv)	LWD Equipment along with Services :			
	Contractor shall provide Resistivity & Density-Porosity tool compatible with the offered MWD system			

	<p>for (12.¼", 8.½" & 6") hole. The surface system for Resistivity, Density-Porosity and MWD with Gamma and annulus pressure & temperature should be same. The Resistivity & Density-Porosity services will be used along with MWD for enhancing the accuracy in well placement. Further, LWD may be used for recording real-time data in the other wells also as per OIL's requirement and the service provider will be compensated as per the quoted rates. Contractor shall provide the Company with Resistivity, Gamma, Density-Porosity (including density images) Log Vs True Vertical Depth and Measured Well Depth for reservoir boundary identification. The Resistivity measurement shall be as per requirement of OIL provided in Annexure-G (I) and Density-Porosity measurement shall be as per requirement of OIL provided in Annexure-N (I). Contractor will maintain sufficient back up tools & spares to meet contingent situation like Lost in Hole / Tool failure etc.</p> <p>NOTE: The MWD & LWD tools should be able to interface with Rotary Steerable System and facilitate 2-way communication & integration of data and commands.</p>			
v)	Stabilizers:			
	<ol style="list-style-type: none"> 1. Stabilizers for 12¼" Hole section: 2(two) nos. each of 12" and 11¾" string stabilizer with 6⅝" API Reg box-pin connection, 7¾"/8" OD fishing neck and 2¹³/₁₆"/3" ID for each set. 2. Stabilizers for 8½" Hole section: 2(two) nos. each of 8¼" and 8" string stabilizer with 4"IF/4½"IF box-pin connection, 6½"/6¾" OD fishing neck and 2¹³/₁₆"/3" ID for each set. 3. Stabilizers for 6" Hole section: 2(two) nos. each of 5¾" and 5½" string stabilizer with 3½"IF box-pin connection, 4¾" OD fishing neck and 2¼" ID for each set. <p>NOTE:</p>			

	<p>1) All the above stabilizers must be of integral blade design with 3(three) or 4(four) slight spiral blades of sufficient blade length and double tapered at both leading and trailing ends. Stabilizers should have sufficient opening/annular clearance with taper blade on stabilizer body.</p> <p>2) Above stabilizers may be used independently for making rotary assemblies for drilling/cleanout trips in case of requirement.</p>			
vi)	Drilling Jars and Services:			
	The Contractor shall provide Hydro-mechanical/Hydraulic Drilling jars to withstand the rugged abuse and demanding application with up/down stroke mechanism, minimum stroke length as per requirement of OIL provided in Annexure-E (I) , for 12¼", 8½" & 6" hole sizes. The Jars should be from any of the reputed manufacturers as given in the list under clause 9.0 only.			
vii)	ROTARY STEERABLE SYSTEM along with Services:			
	<p>The Contractor shall provide ROTARY STEERABLE SYSTEM with all accessories as per Annexure-L (I) for 12¼" and 8½" hole sizes. The directional drillers are required to operate the RSS and drill the hole as per Company's approved well plan. The RSS should have API rotary shoulder connections. RSS should be capable of simultaneously changing azimuth and inclination in rotary drilling mode.</p> <p>Note:</p> <p>RSS should be from any of the reputed manufacturers as given in the list under clause 9.0 only.</p>			
viii)	POWERED RSS along with Services:			
	The Contractor shall provide POWERED RSS with all accessories as per Annexure-M (I) for 6" hole size (Call out set). The directional drillers are required to operate the POWERED RSS and drill the hole as per Company's approved well plan. The POWERED RSS			

	should have API rotary shoulder connections. POWERED RSS should be capable of simultaneously changing azimuth and inclination in rotary drilling mode.			
ix)	Real Time Data Monitoring Services:			
	<p>Real Time Data Monitoring Services at rig site as well as at Company's base office in Duliajan for 24x7 monitoring of Directional Drilling Operation to be provided both in desktop version and in mobile app. All logs of MWD/LWD tools and drilling mechanics , i.e., Gamma, Resistivity, ROP, Temp, ECD, Survey, RPM, WOB, SPP, Flow, Hook load curve etc. should be available in the system. No additional charges will be payable for this service.</p> <p>Note: Contractor has to sign a confidentiality & non-disclosure agreement.</p>			
8.0	PERSONNEL:			
	<p>Bidder shall confirm to provide qualified and experienced personnel under the following categories for running the well operation of OIL on round the clock basis:</p> <p>i) Directional Driller: Minimum 2 (two) nos. per set. Total: 10 (Ten) nos. (minimum) for 5 (Five) sets including the 6" Call out set.</p> <p>ii) MWD/LWD Engineer: Minimum 2 (two) nos. per set. Total: 10 (Ten) nos. (minimum) for 5 (Five) sets including the 6" Call out set.</p> <p>iii) Base Co-ordinator: Minimum 1 (one) no.</p> <p>NOTE:</p> <p>a) Maximum age for Directional Driller, MWD/LWD Engineer and Base Co-ordinator should not exceed 56 years as on the date of commencement of the contract.</p> <p>b) The Directional Drillers and MWD/LWD Engineers should be a Graduate/Diploma in Engineering or Post Graduate in Science Discipline (Geology/Petroleum Geology).</p> <p>c) The Directional Drillers and MWD/LWD Engineers should have an overall experience of at least 03 years for Graduate Engineer, 04 years for Post Graduate in</p>			

	<p>Science Discipline (Geology/Petroleum Geology) and 05 years for Diploma Engineer in relevant field.</p> <p>d) Bidder has to submit an undertaking to provide the required experienced manpower in the prescribed format in Annexure – DD (I).</p> <p>The details of Personnel are given below:</p>			
i)	Directional Driller:			
	<p>Contractor shall depute minimum 02(two) numbers of qualified Directional Drillers having minimum required years of relevant experience and having drilled at least 10 (ten) numbers of directional wells independently with RSS-MWD-LWD-JAR in combination per set. The Directional Drillers will be working independently (12 hour shift) on a suitable ON/OFF day rotation basis at the rig site and should be able to execute the job of high angle-high displacement or side track wells or any other well from kick off to target on continuous basis. They should have complete knowledge of the job from planning to execution along with associated calculations and decision making so that they can perform the job independently. However, in case of operational problems, OIL's decision will be final.</p> <p>The Directional Drillers will work in close liaison with OIL Engineers on the Rig/base. They should be fluent in speaking and writing English language. Directional drillers should be conversant with the job assigned and should have complete knowledge of the tools and equipment of the Contractor. Directional drillers of the Contractor shall assist OIL technically during round trip and clean out trips after completion of sectional TD. However, OIL reserves the right to modify its requirement of on-site Directional Drillers anytime.</p> <p>NOTE: Particulars of the directional drillers must be submitted in the format ANNEXURE – EE to OIL for approval prior to deployment at well site.</p>			
ii)	MWD/LWD Engineer:			
	Contractor shall depute minimum 02 (two) nos. of qualified and experienced MWD/LWD Engineers			

	<p>having minimum required years of relevant field experience and having drilled at least 10 (ten) numbers of directional wells independently per set for OIL's operation. The MWD/LWD Engineers will be required to work independently on a suitable ON/OFF day rotation and 12-hour shift basis at the rig site as per plan given by OIL. The engineers must be fluent in written and spoken English.</p> <p>The MWD/LWD Engineers will be responsible including but not limited to the following:</p> <p>a) Prepare Logging plan and program, timely delivery of quality data logs, LAS, DLIS as per Scope of Work. OIL reserves the right to use the resistivity tool in the sail angle or pilot hole option also.</p> <p>b) Run, maintain and manage the MWD/LWD tools and unit.</p> <p>c) Prepare daily reports of major real time observations and annotation of markers as defined by Company Geologist.</p> <p>NOTE: Particulars of MWD/LWD engineers must be submitted in the format ANNEXURE – EE to OIL for approval prior to deployment at well site.</p>			
iii)	Base Coordinator:			
	<p>The Contractor shall depute an experienced Base Coordinator at the Company's base in Duliajan, having minimum 5(five) years of relevant field experience for the entire duration of the Contract for smooth execution of the project. The personnel should have good knowledge of the tools, equipment and services being offered by the Contractor and should visit the Company's office regularly. The Base Manager should be capable of instructing the field Directional Drilling/MWD-LWD teams on drilling operations in a practical drilling environment. Suitable replacement should be provided if he is absent for more than 3(three) days. Base coordinator shall be well informed about status of contractor's equipment and any other subject relevant to agreement of the Contract.</p>			

	<p>Company may seek for replacement in short notice if any deficiency is observed on his part. The Base Coordinator shall be responsible including but not limited to the following:</p> <ul style="list-style-type: none"> i) Supervise and coordinate all operations throughout the duration of the Contract. ii) Interact with Company's Drilling Engineers and Geo-Scientist. iii) Conceptualize subsurface objectives and issues. iv) Conversant in Drilling Engineering and Directional well planning areas and act as an effective interface with the broader drilling discipline. v) Responsible for Logistics management of tools, equipment, materials and personnel related to the Contract, including customs and immigration clearance, transport and inspection. vi) Responsible for keeping Contractor's tools and equipment in good working condition with regular maintenance with the help of his other office/ repair facilities. vii) Administration of the Contractor's day to day affairs under the Contract. viii) Responsible for preparing, checking and submitting the invoices to the Company. ix) Shall be available for consultation at all times for the entire duration of the contract period. <p>Note: Base coordinator shall be nominated with CV for approval from OIL before commencement of contract and subsequent replacement shall be informed in advance. Any temporary replacement against Base Coordinator should also have the same experience as of the Base Coordinator and CV of that personnel should be approved from the Company prior to deployment.</p> <p>NOTE:</p> <ul style="list-style-type: none"> 1) The Bidder will have to submit the Bio-Data of personnel proposed to be deployed for all the services mentioned under scope of work prior to deployment for OIL's approval. The following documents should accompany the Bio Data for approval: <ul style="list-style-type: none"> • Educational Qualification certificate 			
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	<ul style="list-style-type: none"> • Service Tickets of prior deployment with signature of Operator to be provided. • Proof of work experience for last 03/04/05 years, as applicable. • Valid Police Verification certificate <p>2) All charges for personnel are included in Tool Operating, Rental or Stand by charges. No separate charges shall be payable for the personnel being deployed.</p> <p>3) MWD/LWD Engineers, Directional Drillers and Base Manager should be an employee/consultant appointed by the Contractor. Necessary documents in this regard to be submitted prior to deployment for OIL's approval. In case, the personnel is newly recruited in the organization, necessary documents including appointment letters supporting the previous experience criteria should have to be submitted for approval. In case, the personnel is newly recruited in the organization, at least 02(two) no. of personnel reference with email id, mobile no. etc of the previous employer to be provided in the CV for his previous experience.</p> <p>4) MWD/LWD engineers should have the competency for handling and supervision of radioactive tools.</p> <p>5) Company reserves the right to instruct for removal of any of the Contractor's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The cost of replacement of such personnel will be fully on the Contractor's account and the Contractor shall have to replace this/these personnel within 10(ten) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to OIL for approval prior to their engagement.</p> <p>6) In case of non-availability of Directional Driller or MWD/LWD engineer during operation, penalty</p>			
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	will be levied at the rate of 10% of the ODR rate of the RSS/POWERED RSS of the respective section. In case of non-availability of Base Manager, penalty will be levied at the rate of 10% of the ODR rate of the RSS/POWERED RSS of the section whichever is higher.																					
iv)	Organizational Structure:																					
	Contractor shall provide the organizational structure for executing the project. Composition of the team and number of personnel will be reviewed by OIL and modified as per requirement.																					
9.0	APPROVED LIST OF MAKES FOR TOOLS/ EQUIPMENT & SERVICES:																					
	<p>The Contractor shall provide RSS and Drilling Jars from any of the makes of shortlisted Manufacturers as given below. Equipment of makes other than the Manufacturers shortlisted below for RSS and Drilling Jars will not be acceptable.</p> <p style="text-align: center;"><u>APPROVED LIST OF MAKES</u></p> <table><tr><td><u>A. RSS</u></td><td><u>C. Drilling Jar:</u></td></tr><tr><td>i) Schlumberger</td><td>ix) Houston Engineers</td></tr><tr><td>ii) Halliburton</td><td>x) Weatherford</td></tr><tr><td>iii) Weatherford</td><td>xi) NOV (Griffith)</td></tr><tr><td>iv) Baker Hughes</td><td>xii) Bowen</td></tr><tr><td></td><td>xiii) Schlumberger</td></tr><tr><td></td><td>xiv) Halliburton</td></tr><tr><td></td><td>xv) ITS</td></tr><tr><td></td><td>xvi) Any other OIL approved manufacturer for the approved size.</td></tr></table>	<u>A. RSS</u>	<u>C. Drilling Jar:</u>	i) Schlumberger	ix) Houston Engineers	ii) Halliburton	x) Weatherford	iii) Weatherford	xi) NOV (Griffith)	iv) Baker Hughes	xii) Bowen		xiii) Schlumberger		xiv) Halliburton		xv) ITS		xvi) Any other OIL approved manufacturer for the approved size.			
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10	HIRING OF ADDITIONAL SETS OF EQUIPMENT & SERVICES:																					
	During the currency of the contract OIL may decide to hire additional set/sets of tools and equipment including personnel as per requirement under the same terms and conditions stipulated in this tender/contract with mutually agreed rates, but with a rate not higher than the originally quoted rate. Under such condition, successful Bidder will be bound to																					

	<p>provide the desired services.</p> <p>Mobilization of additional set/sets of tools and equipment including personnel will be as per "Special Conditions of Contract" in Section - III , Clause No. 2.0(i)(I).</p>			
12.0	PROJECTION PARAMETERS:			
	<p>Reference spheroid for local projection = WGS 84</p> <p>Projection system: Lambert Tangential.</p>			
II	GROUP-II			
A.1	<p>GROUP-II (SERVICE WITH COLLAR BASED MWD/LWD TOOLS) :</p> <p>17½” Hole Section : (SDMM + MWD Package + Jar) - 2 (two) sets of tools and equipment including services of personnel for 17½” hole section consisting of SDMMs, MWD package [consisting of Collar based (non-retrievable) MWD tools (Directional & Gamma Ray) and MWD Surface Units], Drilling Jars on regular basis.</p> <p>12¼” Hole Section : (SDMM + MWD Package + LWD Resistivity + Jar) - 1(one) set of tools and equipment including services of personnel for 12¼” hole section consisting of SDMMs, MWD package [consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray and Annulus Pressure & Temperature) & MWD/LWD Surface Units], Collar based (non-retrievable) LWD – Resistivity tools, Drilling Jars on regular basis.</p> <p>8½” Hole Section : (SDMM + MWD Package + LWD Resistivity + Jar) - 1(one) set of tools and equipment including services of personnel for 8½” hole section consisting of SDMMs, MWD package [consisting of Collar based (non-retrievable) MWD tools (Directional, Gamma Ray, Annulus Pressure & Temperature) and MWD/LWD</p>			

	<p>Surface Units], Collar based (non-retrievable) LWD – Resistivity tools, Drilling Jars on regular basis.</p> <p>All of the above services are meant for carrying out directional drilling activity in OIL's PEL/ML/NELP/OALP areas. OIL will provide necessary recommendatory letter for EC for the tools/equipment, spares and consumables during initial and subsequent import of required materials against the contract. However, the total amount will be limited to the CIF value as declared in the bid as per Proforma-A.</p> <p>NOTE: Contractor shall provide the set of tools and equipment including services of personnel for <u>Group-II</u> as per the scope of work.</p>			
A.2	<p>AREAS OF OPERATION:</p> <p>The areas of operation will be predominantly in OIL's PEL/ML/NELP/OALP operational areas in the states of Assam and Arunachal Pradesh</p>			
B.0	SCOPE OF WORK FOR GROUP-II			
1.0	<p>BROAD SCOPE OF WORK</p> <p>OIL intends to hire a total of 04 (Four) sets of directional tools and equipment including the services of personnel with collar based MWD/LWD system on Regular basis consisting of 2 (Two) independent operational sets for 17½” hole section, 1 (One) independent operational set for 12¼” hole section & 1 (One) independent operational set for 8½” hole section for drilling of Directional/Side-track/Re-entry or any other types of wells from kick-off to target along with stand-by back-up tools for its exploration and development activities in the states of Assam and Arunachal Pradesh for a period of 04 (four) years. The tools, equipment and services may also be used in vertical wells for performance drilling. Additionally, some of the tools, equipment and services meant for one size of hole section may be used in another size of hole section (if technically feasible) for effective utilization of resources at the discretion of OIL.</p> <p>The Contractor shall provide the services along with all necessary tools and equipment including personnel, and carry out directional drilling operations in</p>			

	accordance with the Company's approved directional well plan. The approved well plan may be amended from time to time by reasonable modification as deemed fit by the Company. However, the Contractor shall be wholly responsible for rendering the services as per the scope of work under this contract.			
2.0	Under the service, the Contractor shall have to provide the following services with their tools and equipment:			
2.1	Collar based non- retrievable type MWD/LWD tools (Compatible with SDMM) with Positive/Continuous Mud Pulse Telemetry system shall have to be provided under this service. The Bidder should categorically confirm to this effect.			
2.2	1, Collar based non retrievable type MWD/LWD tools and Drilling Jars to be deputed under the service should comply with the following:			
i)	All down hole tools including surface units must be of recent version. These tools should either be new or recently refurbished. In case of refurbished tools, the refurbishment should not be more than 06(Six) months old. Contractor must submit relevant documents of the tools in this respect as documentary evidence at the time of mobilization of the tools. Bidder to categorically confirm the same. However, in case of brand new tools, the same will not be applicable.			
ii)	In addition to the above, Contractor must submit maintenance schedule and certificates against all tools as per Contractor's policy at the time of mobilization of the tools under the Contract for scrutiny by OIL. Bidder to confirm the same. Note: Part nos./Identification nos. must be noted in the maintenance records.			
iii)	The Bidder should provide the technical literature/catalogue for all of the offered tools.			
iv)	The Contractor shall submit Calibration certificates of MWD/LWD tools at the time of mobilization showing Inclination, Azimuth, Tool face and Dip angle accuracies as applicable for scrutiny by OIL. Calibration certificates for accuracy of measurement			

	should not be more than 6(six) months old. In case, the calibration certificates are of 01 (One) year validity , the same will also be applicable, provided the certificates are valid at the time of mobilization. Bidder to confirm the same.			
v)	SDMM, MWD/LWD and Drilling Jar tools p r o v i d e d by t h e Contractor shall be supported with spares and service during the duration of the Contract.			
vi)	Contractor has to submit relevant test certificates of the drilling jars for scrutiny by OIL at the time of mobilization of the same.			
vii)	All tools/equipment and spares deployed by the Contractor should meet OIL's specified requirement.			
viii)	MWD/LWD tools initially mobilized by the Contractor and any replacement thereof should be accompanied by Calibration sheets, approved by Contractors QA/QC engineers/TPI. Bidder to confirm the same.			
3.0	The Group-II shall consist of the Directional Drilling Equipment as per Table-2 of Terms of Reference, Part-3, Section - II.			
3.1	TOOLS, EQUIPMENT & SERVICES FOR 17½” HOLE SECTION:			
i)	2(Two) Sets of Directional Drilling Tools & Equipment consisting of SDMMs with Stabilizers & Accessories, MWD package [consisting of Collar based (non-retrievable) MWD tools (with real time Directional, Gamma Ray) and MWD Surface Unit], Drilling Jars and related directional tubular and accessories (NMDCs, UBHO subs, Float subs, Cross-Over subs etc. as applicable) are to be provided for drilling of 17½” hole section as a complete package as per Table-2 (Sl. No. 1.0, 1.1, 1.2.i, 1.2.ii & 1.3) on regular basis. The complete system should be capable of building, holding and dropping well angle and direction as per approved well plan trajectory.			
ii)	The MWD system should have two-way communication system i.e. real time up link and down			

	link facility for data transmission and for sending command to the down hole tools with positive/Continuous mud pulse telemetry as the primary mode of downlinking. RPM/GPM mode for Downlinking would be allowed as a secondary means only. The MWD system should be able to respond to downlink command given from surface in real time (by flow rate change using mud pumps) and perform the desired command down hole. It should transmit data from down hole to surface in real time on continuous basis. The Surface unit should be complete with necessary computers, monitors, printers, plotters etc., and other equipment as necessary to execute the job.			
iii)	The Directional Drilling equipment will be put in operation from one well to another as per OIL's requirement. To ensure un-interrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should bring sufficient quantity of back up tools, equipment and spares in addition to the primary sets/quantity of tools for 17½" hole section as defined in Table-2. Servicing of tools will be allowed at no workload period only.			
iv)	Gamma Ray tools: The Gamma Ray tools for 17½" hole section should be combinable or an integrated part of the MWD tool system and should be compatible with other related equipment. The tools should have provision for real time data transmission as well as for recording of Data in memory mode. Data is also to be recorded while pulling out by back reaming/with pump-on whenever required. The tools should have a temperature rating of not less than 120° C, pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).			
v)	Services of Directional Drillers to operate SDMMs and MWD Engineers to operate MWD tools for 17½" hole section are to be provided for execution of directional drilling program as per Company's plan. Minimum two directional drillers and minimum two MWD Engineers per set are required to be provided always to carry out operation on continuous basis.			
vi)	The 17½" hole section shall have to be drilled by the Contractor with the help of SDMM, MWD and Drilling Jar in consultation with OIL. Phase length of the 17½" sections may be around 2000M (MD) with a total			

	displacement of around 600m or more at sectional TD			
vii)	The SDMM and MWD equipment should be best in class tools of the Contractor that are to be engaged in the business. The complete system should be able to kick-off from vertical and should be efficient to drill high angle high displacement wells of sail angle 55°-85°.			
3.2	TOOLS, EQUIPMENT & SERVICES FOR 12¼" HOLE SECTION:			
i)	1(One) Set of Directional Drilling Tools & Equipment consisting of SDMMs along with Stabilizers & Accessories, MWD package consisting of Collar based (non-retrievable) MWD tools (with real time Directional, Gamma Ray and Annulus Pressure & Temperature tools) & MWD/LWD Surface Units, Collar based (non-retrievable) LWD-Resistivity tools, Drilling Jars and related directional tubular and accessories (NMDCs, UBHO subs, Float subs, Cross-Over subs etc. as applicable) are to be provided for drilling of 12¼" hole section as a complete package as per Table-2 (Sl. No. 2.0, 2.1, 2.2.i, 2.2.ii, 2.3 & 2.4 on regular basis. The complete system should be capable of building, holding and dropping well angle and direction as per approved well plan trajectory			
ii)	The MWD/LWD system should have two-way communication system i.e. real time up link and down link facility for data transmission and for sending command to the down hole tools with positive/continuous mud pulse telemetry as the primary mode of downlinking. RPM/GPM mode for Downlinking would be allowed as a secondary means only. The MWD/LWD system should be able to respond to downlink command given from surface in real time (by flow rate change using mud pumps) and perform the desired command down hole. It should transmit data from down hole to surface in real time on continuous basis. The Surface unit should be complete with necessary computers, monitors, printers, plotters etc., and other equipment as necessary to execute the job			
iii)	The Directional Drilling equipment will be put in operation from one well to another as per OIL's requirement. To ensure un-interrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should			

	bring sufficient quantity of back up tools, equipment and spares in addition to the primary sets/quantity of tools for 12¼” hole section as defined in Table-2. Servicing of tools will be allowed at no workload period only			
iv)	<p>Gamma Ray & Resistivity Measurement tools: The Gamma Ray and Resistivity tools for 12¼” hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision for real time data transmission as well as for recording of Data in memory mode. Data is also to be recorded while pulling out by back reaming/with pump-on whenever required. The tools should have a temperature rating of not less than 120° C, pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).</p> <p>The resistivity measurements to be carried out as per below: To be recorded in multiple frequencies and in multiple depth of investigations. Bore-hole compensated phase & attenuation measurement systems with multiple depths of investigation.</p> <p>c) Resistivity measurement: 0.2 to 2000 Ohm-m</p> <p>d) Invasion Profile with curve separation</p>			
v)	<p>Annulus Pressure and Temperature Measurement tools: The Annulus Pressure and Temperature tools for 12¼” hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision of real time data transmission and of recording in memory mode. The tools should work in temperature range of 120° C or more, pressure rating of 18,000psi or more and tool curvature of 6.5°/100' (Rotary) or better</p>			
vi)	Services of Directional Drillers to operate SDMM and MWD/LWD Engineers to operate MWD/LWD tools for 12¼” hole section are to be provided for execution of directional drilling program as per Company’s plan. Minimum two directional drillers and minimum two MWD/LWD Engineers per set are required to be provided always to carry out operation on continuous basis			

vii)	The 12¼" hole section shall have to be drilled by the Contractor with the help of SDMM, MWD/LWD & Drilling Jar in consultation with OIL. Phase length of the section will be around 2000m (MD) with a total displacement of around 1500m or more at sectional TD			
viii)	The SDMM and MWD/LWD equipment should be best in class tools of the Contractor that are to be engaged in the business. The complete system should be able to kick-off from vertical and should be efficient to drill high angle high displacement wells of sail angle 55°-85°.			
3.3	TOOLS, EQUIPMENT & SERVICES FOR 8½" HOLE SECTION:			
i	1(One) Set of Directional Drilling Tools & Equipment consisting of SDMMs along with Stabilizers & Accessories, MWD package consisting of Collar based (non-retrievable) MWD tools (with real time Directional, Gamma Ray and Annulus Pressure & Temperature tools) & MWD/LWD Surface Units, Collar based (non-retrievable) LWD-Resistivity tools, Drilling Jars and related directional tubular and accessories (NMDCs, UBHO subs, Float subs, Cross-Over subs etc. as applicable) are to be provided for drilling of 8½" hole section as a complete package as per Table-2 (Sl. No. 3.0, 3.1, 3.2.i, 3.2.ii, 3.3 & 3.4 on regular basis. The complete system should be capable of building, holding and dropping well angle and direction as per approved well plan trajectory			
ii	The MWD/LWD systems for 8½" hole section should have two way communication system i.e. real time up link and down link facility with positive/continuous mud pulse telemetry as the primary mode of downlinking. RPM/GPM mode for Downlinking would be allowed as a secondary means only. The MWD/LWD system should be able to respond to downlink command given from surface in real time (by flow rate change using mud pumps) and should perform the desired command down hole. It should transmit data from down hole in real time on continuous basis. The Surface MWD/LWD unit should be complete with necessary computers, monitors, printers, plotters etc., and other equipment as necessary to execute the job			
iii	The Directional Drilling Equipment for 8½" hole section will be put in operation from one well to			

	another as per OIL's requirement. To ensure uninterrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should bring sufficient quantity of back up tools, equipment and spares in addition to the primary sets/quantity of tools for 8½" hole section as defined in Table-2. Servicing of tools will be allowed at no workload period only			
iv	<p>Gamma Ray and Resistivity tools: The Gamma Ray and Resistivity tools for 8½" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision for real time data transmission as well as for recording of Data in memory mode. Data is also to be recorded while pulling out by back reaming/with pump-on whenever required. The tools should have a temperature rating of not less than 120° C, pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).</p> <p>Minimum 512 MB memory to be provided for recording purpose.</p> <p>The resistivity measurements to be carried out as per below: To be recorded in multiple frequencies and in multiple depth of investigations. Bore-hole compensated phase & attenuation measurement systems with multiple depths of investigation.</p> <p>c) Resistivity measurement: 0.2 to 2000 Ohm-m d) Invasion Profile with curve separation.</p>			
v	<p>Annulus Pressure and Temperature Measurement tools: The Annulus Pressure and Temperature tools for 8½" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision of real time data transmission and of recording in memory mode. The tools should have a temperature rating of not less than 120° C and pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100' (Rotary).</p>			
vi	Services of Directional Drillers to operate SDMM and MWD/LWD Engineers to operate MWD/LWD			

	tools are to be provided for execution of drilling program as per Company's plan. Minimum two directional drillers and minimum two MWD/LWD Engineers per set are required to be provided always to carry out operation on continuous basis			
vii	The 8½" hole section shall have to be drilled by the Contractor with the help of SDMM, MWD/LWD, Drilling Jar etc., in consultation with the Company. Phase length of the 8½" sections will be around 1000M (MD) with a total displacement of around 2000m or more at sectional TD			
viii	The SDMM and MWD/LWD equipment should be best in class tools of the Contractor that are to be engaged in the business. The complete system should be able to kick-off from vertical and should be efficient to drill high angle high displacement wells of sail angle 55°-85°			
4.0	Contractor to ensure that at least 1(one) back-up tool/Equipment in working condition is always available against the main tool/equipment. If, in the event of breakdown of any of the main tool(s)/equipment, it is found that back up tool(s)/equipment in working condition is/are not available, then Zero rate will be applicable immediately from the moment any tool(s)/equipment failure is/are detected in operation, as defined in clause no. 8.0 under schedule of rates. Additionally, penalty @ 100% of Operating rate of the faulty tool(s)/equipment will be levied over and above the Zero rate from the start of the waiting period at surface till the replacement/back up tool(s)/equipment is/are available at site.			
5.0	<p>Contractor shall provide SDMM, Drilling Jars and Collar based non-retrievable type MWD/LWD tools with MTBF (Mean-time Between Failure) exceeding 1000 hrs.</p> <p>NOTE: Bidders to note that Company (OIL) at its discretion shall have the right to use the tool/tools as per the requirement of OIL of the service for a particular section independently at any point of time during the course of the contract, depending on its requirement as decided by Company.</p>			
6.0	The Contractor is required to comply with following specified requirements:			

i)	To provide all cross-over subs required between Contractor's BHA to \Company's drill string. Any other additional cross-over sub(s) required for Contractor's BHA is/are to be identified and furnished by the Contractor. Drill Strings are available with "OIL" for Drilling of 17½", 12¼", 8½" & 6" hole sections. The details of the drill strings are furnished in Annexure-B .			
ii)	To provide the 5" Drill Pipe Screen, Safety clamps for Contractor's BHA, backup tools/equipment with sufficient spares & consumables			
iii)	To provide 02 nos. of lifting sub with 4½" IF connection and provision for accommodating strainer against each size of NMDC for conducting Surface test			
iv)	<i>The length of NMDCs should be preferably about 30 feet</i>			
v)	To provide detailed specification of tools/equipment/sensors along with relevant catalogues and also all the features available in their MWD system. The Contractor should also indicate the limitations of their tools/sensors such as temperature, pressure and discharge limitations with ability to pump LCM materials in Mud Loss conditions through the tool and accordingly the equipment & sensor must perform			
vi)	The Contractor shall keep fishing tools including spares required for Contractor's nonstandard equipment/tools, if any			
vii)	The minimum drift diameter of Hydro-Mechanical/Hydraulic Jar for 8½" Hole should not be less than 2½".			
viii)	Contractor must ensure that all surface equipment including Contractors' bunk houses must be as per safety guidelines.			
ix)	Any Bidder not quoting for all of the services as per the Scope of work will be considered non responsive and their bids shall be rejected.			
7.0	Contractor shall provide the following services against each of the 4 (Four) independent sets of services, as applicable:			

i)	<p>Well Planning Services:</p> <p>Company will design the well trajectory and share the same along with other relevant data with the Contractor. Contractor shall accept the plan and carry out directional drilling accordingly. However, Contractor may review the Company's plan at their end and suggest anticipated Torque & Drag issues, Hydraulics requirement and Anti-collision issues. If required, Company may review the well plan in consultation with the Contractor to sort out any kind of well trajectory related issues. In that case, the reviewed plan must be accepted by the Contractor. Thereafter, it shall be the responsibility of the Contractor to maintain the well profile of the hole as per the approved plan from kick off point till target depth of a particular section is reached.</p> <p>Contractor shall design at their end the Well Trajectory, Torque & Drag, Hydraulics, Anti-collision, proposed BHA etc., with their latest directional software and share the same for the particular hole section of a directional well during actual drilling.</p> <p>Bidder shall submit end of Well Report after completion of the assigned Section/Well in hard as well soft copies (.pdf format).</p>			
ii)	<p>MWD equipment and Services</p>			
	<p>The Contractor shall provide 1 (one) complete set of collar based (non-retrievable) MWD System against each of the 4 (Four) sets. The collar based (non-retrievable) MWD tools should be collar specific, i.e. for different collar sizes, outside diameter of sensors are different except of directional sensor. All sensors (except Directional Sensor) of MWD tool should be shrink fitted or part of the collar. Rate of data transmission should be more than 02(two) bits per second. The bore must be empty with no probe except for the directional part. Mud must be able to pass through the inserts (i.e. Battery pack, Gamma pack, Electronics, etc.) at flow rates of 600-1200 GPM or better. MWD tools with same size of probe fixed mechanically (fixed collar/collar mounted) for different collar sizes are not to be considered as collar based tools. Probe based tools are not acceptable.</p> <p>The MWD system should be based on</p>			

	<p>positive/continuous pulse, mud telemetry for drilling (17½", 12¼" & 8½") hole as per requirement of OIL provided in the MWD specifications in Annexure-C (II), along with cross-over subs, Non Magnetic Drill Collars, Float Subs – if required with all sets of electronic packages, surface computers and other accessories required for continuous real time monitoring of tool face, inclination, direction (azimuth), gamma and annulus pressure & temperature while drilling (17½", 12¼" & 8½") hole. The annulus pressure & temperature measurement shall be as per requirement of OIL provided in Annexure-H (II). Contractor will have to maintain sufficient back up tools & spares to meet contingent situation like Lost-in-Hole/Tool-failure etc. However, 30(thirty) days time shall be allowed for mobilization of replacement tool(s) in case of LIH.</p> <p>Contractor shall provide Gamma Ray Tool compatible with the offered MWD system. Contractor shall provide the Company with Gamma Vs True Vertical Depth and Measured Well Depth. The Gamma Ray measurement shall be as per requirement of OIL provided in Annexure-C (II). Contractor will maintain sufficient back up tools & spares to meet contingent situation like Lost in Hole/Tool failure etc.</p> <p>Contractor shall provide MWD (Measurement While Drilling) System, based on mud pulse telemetry, Positive/Continuous Pulse system, with MTBF (Mean-time Between Failure) exceeding 1000 hrs. Bidder to confirm that MTBF certificate from TPI will be submitted before mobilization.</p> <p>NOTE:</p> <p>All the MWD/LWD tools should be able to interface with each other and facilitate 2-way communication & integration of data and commands.</p> <p>Contractor to provide additional NMDC if required for MWD/LWD survey accuracy.</p>			
iii)	Surface Equipment:			
	<p>face MWD/LWD unit with computers/printers accessories to record and print real time data with necessary transducers and connections to work with rig power supply 220 volts, 50 Hz./415V AC, 3-Phase, 3 wire as per requirement of OIL as stated in Annexure-</p>			

	<p>A(II) (Bidder to fill up the Annexure). System should also have following features:</p> <p>Record data like angle, azimuth and tool face and transmit it to surface with rig floor display. System should have features for dynamic tool face recording when drilling with motors.</p> <p>System should be able to record stand pipe pressure, weight on bit, rotary RPM and Rate of penetration with depth counter facility.</p> <p>Record bottom hole annulus pressure measurements, temperature, stick slip, shock and vibrations.</p> <p>Record resistivity, neutron porosity and display real time azimuthal density with imaging caliper.</p> <p>Record and print real time API Gamma, Resistivity and Annulus Pressure & Temperature measurement & LWD measurement with measured depth.</p> <p>Record and print real time API Gamma, Resistivity and Annulus Pressure & Temperature measurement & LWD measurement with TVD.</p> <p>NOTE: The MWD/LWD Surface Unit (Work station) should come with minimum 150m of 3-Phase power cables for cluster locations. Contractors are required to give an Electrical Test Certificate for the Surface unit & Bunks prior to powering of the unit by OIL. Contractors to confirm to provide the same.</p>			
iv)	LWD Equipment along with Services :			
	<p>Contractor shall provide Resistivity tool compatible with the offered MWD system for (12.¼" & 8.½") hole. The surface system for Resistivity and MWD with Gamma and annulus pressure & temperature should be same. The Resistivity services will be used along with MWD for enhancing the accuracy in well placement. Further, LWD may be used for recording real-time data in the other wells also as per OIL's requirement and the service provider will be compensated as per the quoted rates. Contractor shall provide the Company with Resistivity, Gamma Log Vs True Vertical Depth and Measured Well Depth for reservoir boundary identification. The Resistivity measurement shall be as per requirement of OIL provided in Annexure-G (II). Contractor will maintain sufficient back up tools & spares to meet contingent situation like Lost in Hole / Tool failure etc.</p>			

	<p>NOTE: The MWD & LWD tools should be able to interface with SDMM and facilitate 2-way communication & integration of data and commands.</p>			
v)	<p>SDMM equipment along with Services:</p> <p>The Contractor shall provide Steerable Downhole Positive Displacement Mud motors with all accessories e.g. stabilizers etc., as per Annexure – D(II) for 17½", 12¼" and 8½" hole sizes. SDMMs should be high torque, low to medium speed and stabilized positive displacement steerable multi-lobe mud motor for high angle drilling. The directional drillers are required to operate these motors and drill the hole as per Company's approved well plan. The motors should have API rotary shoulder connections with built-in/screw-on bearing Stabilizer housing & adjustable bent housing. SDMM should be suitable for buildup rates & straight drilling in rotary mode. The SDMMs should be with mud lubricated bearing/Oil sealed bearing assembly and equipped with rotor catcher feature. SDMMs to be provided with float sub with ported floats for preventing wet pull out and transmission of drill pipe pressure to surface whenever the BOP/well is closed due to any reason.</p> <p>Note:</p> <p>1) Near bit stabilizer fitted on the motor shall be 1/8" under gauge for all the motor sizes. String stabilizer to be of similar design as of bearing housing stabilizer.</p> <p>2) SDMMs would be run mostly in stabilized mode to avoid clean out run.</p> <p>3) Whenever required, the SDMMs will be used in slick mode also.</p> <p>4) SDMM should be from any of the reputed manufacturers as given in the list under clause 9.0 only.</p>			
Vi	<p>Stabilizers:</p> <p>Stabilizers for 17½" Hole section: 1(one) no. of 17¼" and 2(two) nos. of 17" string stabilizer with 7⅝"/6⅝" API Reg box-pin connection, 8" - 9⅝" OD fishing neck</p>			

	<p>and 2¹³/₁₆" / 3" ID for each set.</p> <p>Stabilizers for 12¹/₄" Hole section: 2(two) nos. each of 12" and 11³/₄" string stabilizer with 6⁵/₈" API Reg box-pin connection, 7³/₄" / 8" OD fishing neck and 2¹³/₁₆" / 3" ID for each set.</p> <p>Stabilizers for 8¹/₂" Hole section: 2(two) nos. each of 8¹/₄" and 8" string stabilizer with 4"IF / 4¹/₂"IF box-pin connection, 6¹/₂" / 6³/₄" OD fishing neck and 2¹³/₁₆" / 3" ID for each set.</p> <p>NOTE:</p> <p>All the above stabilizers must be of integral blade design with 3(three) or 4(four) slight spiral blades of sufficient blade length and double tapered at both leading and trailing ends. Stabilizers should have sufficient opening/annular clearance with taper blade on stabilizer body.</p> <p>Above stabilizers may be used independently for making rotary assemblies for drilling/cleanout trips in case of requirement.</p>			
vii.	<p>Drilling Jars and Services:</p> <p>The Contractor shall provide Hydro-mechanical/Hydraulic Drilling jars to withstand the rugged abuse and demanding application with up/down stroke mechanism, minimum stroke length as per requirement of OIL provided in Annexure-E (II), for 17¹/₂", 12¹/₄" & 8¹/₂" hole sizes. The Jars should be from any of the reputed manufacturers as given in the list under clause 9.0 only.</p>			
viii.	<p>Real Time Data Monitoring Services:</p> <p>Real Time Data Monitoring Services at rig site as well as at Company's base office in Duliajan for 24x7 monitoring of Directional Drilling Operation to be provided both in desktop version and in mobile app. All logs of MWD/LWD tools and drilling mechanics , i.e., Gamma, Resistivity, ROP, Temp, ECD, Survey, RPM, WOB, SPP, Flow, Hook load curve etc. should be available in the system. No additional charges will be payable for this service.</p> <p>Note: Contractor has to sign a confidentiality & non-</p>			

	disclosure agreement.			
8.0	PERSONNEL:			
	Bidder shall confirm to provide qualified and experienced personnel under the following categories for running the well operation of OIL on round the clock basis:			
i)	Directional Driller: Minimum 2 (two) nos. per set. Total: 8 (Eight) nos. (minimum) for 4 (Four) sets.			
ii)	MWD/LWD Engineer: Minimum 2 (two) nos. per set. Total: 8 (Eight) nos. (minimum) for 4 (Four) sets.			
iii)	Base Co-ordinator: Minimum 1 (one) no.			
	<p>NOTE:</p> <p>a) Maximum age for Directional Driller, MWD/LWD Engineer and Base Co-ordinator should not exceed 56 years as on the date of commencement of the contract.</p> <p>b) The Directional Drillers and MWD/LWD Engineers should be a Graduate/Diploma in Engineering or Post Graduate in Science Discipline (Geology/Petroleum Geology).</p> <p>c) The Directional Drillers and MWD/LWD Engineers should have an overall experience of at least 03 years for Graduate Engineer, 04 years for Post Graduate in Science Discipline (Geology/Petroleum Geology) and 05 years for Diploma Engineer in relevant field.</p> <p>d) Bidder has to submit an undertaking to provide the required experienced manpower in the prescribed format in Annexure – DD (II).</p>			
	The details of Personnel are given below:			
i	<p>Directional Driller:</p> <p>Contractor shall depute minimum 02(two) numbers of qualified Directional Drillers having minimum required years of relevant experience and having drilled at least</p>			

	<p>10 (ten) numbers of directional wells independently with SDMM-MWD-LWD-JAR in combination per set. The Directional Drillers will be working independently (12 hour shift) on a suitable ON/OFF day rotation basis at the rig site and should be able to execute the job of high angle-high displacement or side track wells or any other well from kick off to target on continuous basis. They should have complete knowledge of the job from planning to execution along with associated calculations and decision making so that they can perform the job independently. However, in case of operational problems, OIL's decision will be final.</p> <p>The Directional Drillers will work in close liaison with OIL Engineers on the Rig/base. They should be fluent in speaking and writing English language. Directional drillers should be conversant with the job assigned and should have complete knowledge of the tools and equipment of the Contractor. Directional drillers of the Contractor shall assist OIL technically during round trip and clean out trips after completion of sectional TD. However, OIL reserves the right to modify its requirement of on-site Directional Drillers anytime.</p> <p>NOTE: Particulars of the directional drillers must be submitted in the format ANNEXURE – EE to OIL for approval prior to deployment at well site.</p>			
ii	<p>MWD/LWD Engineer:</p> <p>Contractor shall depute minimum 02 (two) nos. of qualified and experienced MWD/LWD Engineers having minimum required years of relevant field experience and having drilled at least 10 (ten) numbers of directional wells independently per set for OIL's operation. The MWD/LWD Engineers will be required to work independently on a suitable ON/OFF day rotation and 12-hour shift basis at the rig site as per plan given by OIL. The engineers must be fluent in written and spoken English.</p> <p>The MWD/LWD Engineers will be responsible including but not limited to the following:</p> <p>Prepare Logging plan and program, timely delivery of quality data logs, LAS, DLIS as per Scope of Work. OIL reserves the right to use the resistivity tool in the sail</p>			

	<p>angle or pilot hole option also.</p> <p>Run, maintain and manage the MWD/LWD tools and unit.</p> <p>c) Prepare daily reports of major real time observations and annotation of markers as defined by Company Geologist.</p> <p>NOTE: Particulars of MWD/LWD engineers must be submitted in the format ANNEXURE – EE to OIL for approval prior to deployment at well site.</p>			
iii.	<p>Base Coordinator:</p> <p>The Contractor shall depute an experienced Base Coordinator at the Company's base in Duliajan, having minimum 5(five) years of relevant field experience for the entire duration of the Contract for smooth execution of the project. The personnel should have good knowledge of the tools, equipment and services being offered by the Contractor and should visit the Company's office regularly. The Base Manager should be capable of instructing the field Directional Drilling/MWD-LWD teams on drilling operations in a practical drilling environment. Suitable replacement should be provided if he is absent for more than 3(three) days. Base coordinator shall be well informed about status of contractor's equipment and any other subject relevant to agreement of the Contract. Company may seek for replacement in short notice if any deficiency is observed on his part. The Base Coordinator shall be responsible including but not limited to the following:</p> <p>i) Supervise and coordinate all operations throughout the duration of the Contract.</p> <p>ii) Interact with Company's Drilling Engineers and Geo-Scientist.</p> <p>iii) Conceptualize subsurface objectives and issues.</p> <p>iv) Conversant in Drilling Engineering and Directional well planning areas and act as an effective interface with the broader drilling discipline.</p> <p>v) Responsible for Logistics management of tools, equipment, materials and personnel related to the Contract, including customs and immigration clearance, transport and inspection.</p> <p>vi) Responsible for keeping Contractor's tools and equipment in good working condition with regular</p>			

	<p>maintenance with the help of his other office/ repair facilities.</p> <p>vii) Administration of the Contractor's day to day affairs under the Contract.</p> <p>viii) Responsible for preparing, checking and submitting the invoices to the Company.</p> <p>ix) Shall be available for consultation at all times for the entire duration of the contract period.</p> <p>Note: Base coordinator shall be nominated with CV for approval from OIL before commencement of contract and subsequent replacement shall be informed in advance. Any temporary replacement against Base Coordinator should also have the same experience as of the Base Coordinator and CV of that personnel should be approved from the Company prior to deployment.</p>			
	<p>NOTE:</p> <p>The Contractor will have to submit the Bio-Data of personnel proposed to be deployed for all the services mentioned under scope of work prior to deployment for OIL's approval. The following documents should accompany the Bio Data for approval:</p> <p>Educational Qualification certificate</p> <p>Service Tickets of prior deployment with signature of Operator to be provided.</p> <p>Proof of work experience for last 03/04/05 years, as applicable.</p> <p>Valid Police Verification certificate</p> <p>All charges for personnel are included in Tool Operating or Rental charges. No separate charges shall be payable for the personnel being deployed.</p> <p>MWD/LWD Engineers, Directional Drillers and Base Manager should be an employee/consultant appointed by the Contractor. Necessary documents in this regard to be submitted prior to deployment for OIL's approval. In case, the personnel is newly recruited in the organization, necessary documents including appointment letters supporting the previous experience criteria should have to be submitted for approval. In case, the personnel is newly recruited in the organization, at least 02(two) no. of personnel reference with email id, mobile no. etc of the previous</p>			

	<p>employer to be provided in the CV for his previous experience.</p> <p>MWD/LWD engineers should have the competency for handling and supervision of radioactive tools.</p> <p>Company reserves the right to instruct for removal of any of the Contractor's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The cost of replacement of such personnel will be fully on the Contractor's account and the Contractor shall have to replace this/these personnel within 10(ten) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to OIL for approval prior to their engagement.</p> <p>In case of non-availability of Directional Driller or MWD/LWD engineer during operation, penalty will be levied at the rate of 10% of the ODR rate of the SDMM of the respective section. In case of non-availability of Base Manager, penalty will be levied at the rate of 10% of the ODR rate of the SDMM of the section whichever is higher.</p>			
iv	<p>Organizational Structure: Contractor shall provide the organizational structure for executing the project. Composition of the team and number of personnel will be reviewed by OIL and modified as per requirement.</p>			
9.0	<p><u>APPROVED LIST OF MAKES FOR TOOLS/EQUIPMENT & SERVICES:</u></p> <p>The Contractor shall provide SDMM and Drilling Jars from any of the makes of shortlisted Manufacturers as given below. Equipment of makes other than the Manufacturers shortlisted below for SDMM and Drilling Jars will not be acceptable.</p> <p style="text-align: center;"><u>APPROVED LIST OF MAKES</u></p>			

	<p>C. <u>Mud Motor:</u></p> <p>i) Schlumberger ii) Halliburton iii) Weatherford iv) Baker Hughes v) NOV</p> <p><u>Drilling Jar:</u> Houston Engineers Weatherford NOV (Griffith) Bowen Schlumberger Halliburton ITS Any other OIL approved manufacturer for the approved size.</p>			
10.0	<p>HIRING OF ADDITIONAL SETS OF EQUIPMENT & SERVICES:</p> <p>During the currency of the contract OIL may decide to hire additional set/sets of tools and equipment including personnel as per requirement under the same terms and conditions stipulated in this tender/contract with mutually agreed rates, but with a rate not higher than the originally quoted rate. Under such condition, successful Bidder will be bound to provide the desired services.</p> <p>Mobilization of additional set/sets of tools and equipment including personnel will be as per "Special Conditions of Contract" in Section - III , Clause No. 2.0(i)(II).</p>			
12.0	<p>PROJECTION PARAMETERS:</p> <p>Reference spheroid for local projection = WGS 84 Projection system: Lambert Tangential.</p>			

PROFORMA-A (To be submitted only along with price bid)

<u>LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)</u>	
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TO BE IMPORTED IN CONNECTION WITH EXECUTION

OF THE CONTRACT SHOWING CIF VALUE

[illegible]

(1) The items which are not of consumable in nature and required to be re-exported outside India after

(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:

<p align="center">OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam</p>								
<p><u>DESCRIPTION OF WORK/SERVICE:</u> Hiring of Directional Drilling Services with SDMM/RSS-MWD/LWD-JAR with Collar based MWD/LWD Tools for a period of 4 (four) years.</p>								
<p align="center"><u>PROFORMA-B1: PRICE BID FORMAT</u></p>								
<u>NAME OF BIDDER</u>								
<u>Bidder's GST No.</u>								
<u>SAC/HSN Code</u>								
<u>Quoted Currency</u>								
Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (CGST+SGST/ CGST+UTGST/ IGST/Not Applicable)	Amount Excluding GST	Amount Including GST
			A	B	C		D = A * B	E = D+(D*C%)
<p align="center"><u>GROUP-I</u></p>								
<p>A. For 12¼” Hole Section with RSS (02 Units)</p>								
1.0	Mobilization Charges of Tools & Equipment including Personnel							
1.1	RSS with Accessories	NO	2				0.00	0.00
1.2	MWD package	NO	2				0.00	0.00
1.3	LWD - Resistivity Tool	NO	2				0.00	0.00
1.4	Drilling Jar	NO	2				0.00	0.00

2.0	De-Mobilization Charges of Tools & Equipment including Personnel							
2.1	RSS with Accessories	NO	2				0.00	0.00
2.2	MWD package	NO	2				0.00	0.00
2.3	LWD - Resistivity Tool	NO	2				0.00	0.00
2.4	Drilling Jar	NO	2				0.00	0.00
3.0	Operating Charges of Tools & Equipment including Personnel							
3.1	RSS with Accessories	DAY	2,080				0.00	0.00
3.2	MWD package	DAY	2,080				0.00	0.00
3.3	LWD - Resistivity Tool	DAY	2,080				0.00	0.00
3.4	Drilling Jar	DAY	2,080				0.00	0.00
4.0	Rental Charges of Tools & Equipment including Personnel (Shall be limited to 40% of corresponding Operating Chargs)							
4.1	RSS with Accessories	DAY	2,920				0.00	0.00
4.2	MWD package	DAY	2,920				0.00	0.00
4.3	LWD - Resistivity Tool	DAY	2,920				0.00	0.00
4.4	Drilling Jar	DAY	2,920				0.00	0.00
B. For 8½” Hole Section with RSS (02 Units)								

1.0	Mobilization Charges of Tools & Equipment including Personnel							
1.1	RSS with Accessories	NO	2				0.00	0.00
1.2	MWD package	NO	2				0.00	0.00
1.3	LWD - Resistivity Tool	NO	2				0.00	0.00
1.4	Drilling Jar	NO	2				0.00	0.00
1.5	LWD-(Neutron Porosity & Azimuthal Density with imaging & caliper)	NO	2				0.00	0.00
2.0	De-Mobilization Charges of Tools & Equipment including Personnel							
2.1	RSS with Accessories	NO	2				0.00	0.00
2.2	MWD package	NO	2				0.00	0.00
2.3	LWD - Resistivity Tool	NO	2				0.00	0.00
2.4	Drilling Jar	NO	2				0.00	0.00
2.5	LWD-(Neutron Porosity & Azimuthal Density with imaging & caliper)	NO	2				0.00	0.00
3.0	Operating Charges of Tools & Equipment including Personnel							
3.1	RSS with Accessories	DAY	2,080				0.00	0.00
3.2	MWD package	DAY	2,080				0.00	0.00
3.3	LWD - Resistivity Tool	DAY	2,080				0.00	0.00

3.4	Drilling Jar	DAY	2,080				0.00	0.00
3.5	LWD-(Neutron Porosity & Azimuthal Density with imaging & caliper)	DAY	2,080				0.00	0.00
4.0	Rental Charges of Tools & Equipment including Personnel (Shall be limited to 40% of corresponding Operating Chargs)							
4.1	RSS with Accessories	DAY	2,920				0.00	0.00
4.2	MWD package	DAY	2,920				0.00	0.00
4.3	LWD - Resistivity Tool	DAY	2,920				0.00	0.00
4.4	Drilling Jar	DAY	2,920				0.00	0.00
4.5	LWD-(Neutron Porosity & Azimuthal Density with imaging & caliper)	DAY	2,920				0.00	0.00

C. For 6” Hole Section with Powered RSS (1 Call out Set)

1.0	Mobilization Charges of Tools & Equipment including Personnel							
1.1	POWERED RSS with Accessories	NO	18				0.00	0.00
1.2	MWD package	NO	18				0.00	0.00
1.3	LWD - Resistivity Tool	NO	18				0.00	0.00
1.4	Drilling Jar	NO	18				0.00	0.00
1.5	LWD (Neutron Porosity & Azimuthal Density with imaging & caliper)	NO	18				0.00	0.00
2.0	De-Mobilization Charges of Tools & Equipment including Personnel							

2.1	POWERED RSS with Accessories	NO	18				0.00	0.00
2.2	MWD package	NO	18				0.00	0.00
2.3	LWD - Resistivity Tool	NO	18				0.00	0.00
2.4	Drilling Jar	NO	18				0.00	0.00
2.5	LWD (Neutron Porosity & Azimuthal Density with imaging & caliper)	NO	18				0.00	0.00
3.0	Operating Charges of Tools & Equipment including Personnel							
3.1	POWERED RSS with Accessories	DAY	360				0.00	0.00
3.2	MWD package	DAY	360				0.00	0.00
3.3	LWD - Resistivity Tool	DAY	360				0.00	0.00
3.4	Drilling Jar	DAY	360				0.00	0.00
3.5	LWD (Neutron Porosity & Azimuthal Density with imaging & caliper)	DAY	360				0.00	0.00
4.0	Stand-by Charges of Tools & Equipment including Personnel (Shall be limited to 50% of corresponding Operating Charges)							
4.1	POWERED RSS with Accessories	DAY	360				0.00	0.00
4.2	MWD package	DAY	360				0.00	0.00
4.3	LWD - Resistivity Tool	DAY	360				0.00	0.00
4.4	Drilling Jar	DAY	360				0.00	0.00

4.5	LWD (Neutron Porosity & Azimuthal Density with imaging & caliper)	DAY	360				0.00	0.00
TOTAL COST FOR GROUP-I							0.00	0.00
							<p>The above cost should be maintained under "Total Bid Value" in the E-Tender Portal, if the bidder is quoting for only Group-I. If the bidder is quoting for both-Group-I & Group-II, they shall maintain the total quoted value for Group-I and Group-II including GST, under "Total Bid Value" in the E-Tender Portal</p>	
NOTE:								
1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.								
2. The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and quoted GST (CGST & SGST/UTGST or IGST).								
3. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.								
4. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.								
5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST.								
6. Bidder may seek benefits under Public Procurement Policy for MSEs – Order 2012 or PP: LC.								
7. Refer to GCC for detail of GST.								
8. Refer to SOQ & SCC for Item detail Description.								
9. Mobilisation Period: 60 Days from the date of issue of Mobilization Notice.								
10. The total Mobilization charges per unit set for each hole section shall not exceed 1% of the total value per unit set for the respective hole section in the Price Bid. However, the total Mobilization charges per unit set for each hole section if quoted in excess of 1% of the total quoted value per unit set of each respective hole section in the Price Bid, the excess amount shall be paid at the end of the contract along with demobilization charge.								

11. The total De-Mobilization charges per unit set for each hole section shall not be less than 1% of the total value per unit set for the respective hole section in the Price Bid. However, the total De-mobilization charges per unit set for each hole section if quoted in deficit or less than 1% of the total quoted value per unit set of each respective hole section in the Price Bid, the deficit amount shall be withheld from the mobilization invoice and shall be paid at the end of the contract along with the De-mobilization charges.

12. The quoted unit Rental rate of each tool/equipment including personnel must not exceed 40% of the corresponding unit Operating rate quoted for the respective tool/equipment including personnel in the Price Bid.

13. The quoted unit Standby rate of each tool/equipment including personnel for callout set must not exceed 50% of the corresponding unit Operating rate quoted for the respective tool/equipment including personnel in the Price Bid.

14. Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. Please refer Clause 6.15 of BEC for details.

<p align="center">OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam</p>								
<p><u>DESCRIPTION OF WORK/SERVICE:</u> Hiring of Directional Drilling Services with SDMM/RSS-MWD/LWD-JAR with Collar based MWD/LWD Tools for a period of 4 (four) years.</p>								
<p align="center"><u>PROFORMA B2: PRICE BID FORMAT</u></p>								
<u>NAME OF BIDDER</u>								
<u>Bidder's GST No.</u>								
<u>SAC/HSN Code</u>								
<u>Quoted Currency</u>								
Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (CGST+SGST/ CGST+UTGST/ IGST/Not Applicable)	Amount Excluding GST	Amount Including GST
			A	B	C		D = A * B	E = D+(D*C%)
<p align="center"><u>GROUP-II</u></p>								
<p>A. For 17½” Hole Section with SDMM (02 UNITS)</p>								
1.0	Mobilization Charges of Tools & Equipment including Personnel							
1.1	SDMM with Stabilizers & Accessories	NO	2				0.00	0.00
1.2	MWD package	NO	2				0.00	0.00
1.3	Drilling Jar	NO	2				0.00	0.00
2.0	De-Mobilization Charges of Tools & Equipment including Personnel							

2.1	SDMM with Stabilizers & Accessories	NO	2				0.00	0.00
2.2	MWD package	NO	2				0.00	0.00
2.3	Drilling Jar	NO	2				0.00	0.00
3.0	Operating Charges of Tools & Equipment including Personnel							
3.1	SDMM with Stabilizers & Accessories	DAY	2,100				0.00	0.00
3.2	MWD package	DAY	2,100				0.00	0.00
3.3	Drilling Jar	DAY	2,100				0.00	0.00
4.0	Rental Charges of Tools & Equipment including Personnel (Shall be limited to 40% of corresponding Operating Charges)							
4.1	SDMM with Stabilizers & Accessories	DAY	2,920				0.00	0.00
4.2	MWD package	DAY	2,920				0.00	0.00
4.3	Drilling Jar	DAY	2,920				0.00	0.00
B. For 12¼” Hole Section with SDMM (01 Unit)								
1.0	Mobilization Charges of Tools & Equipment including Personnel							
1.1	SDMM with Stabilizers & Accessories	NO	1				0.00	0.00
1.2	MWD package	NO	1				0.00	0.00
1.3	LWD - Resistivity Tool	NO	1				0.00	0.00

1.4	Drilling Jar	NO	1				0.00	0.00
2.0	De-Mobilization Charges of Tools & Equipment including Personnel							
2.1	SDMM with Stabilizers & Accessories	NO	1				0.00	0.00
2.2	MWD package	NO	1				0.00	0.00
2.3	LWD - Resistivity Tool	NO	1				0.00	0.00
2.4	Drilling Jar	NO	1				0.00	0.00
3.0	Operating Charges of Tools & Equipment including Personnel							
3.1	SDMM with Stabilizers & Accessories	DAY	1,040				0.00	0.00
3.2	MWD package	DAY	1,040				0.00	0.00
3.3	LWD - Resistivity Tool	DAY	1,040				0.00	0.00
3.4	Drilling Jar	DAY	1,040				0.00	0.00
4.0	Rental Charges of Tools & Equipment including Personnel (Shall be limited to 40% of corresponding Operating Charges)							
4.1	SDMM with Stabilizers & Accessories	DAY	1,460				0.00	0.00
4.2	MWD package	DAY	1,460				0.00	0.00
4.3	LWD - Resistivity Tool	DAY	1,460				0.00	0.00
4.4	Drilling Jar	DAY	1,460				0.00	0.00

C. For 8½” Hole Section with SDMM (1 Set)								
1.0	Mobilization Charges of Tools & Equipment including Personnel							
1.1	SDMM with Stabilizers & Accessories	NO	1				0.00	0.00
1.2	MWD package	NO	1				0.00	0.00
1.3	LWD - Resistivity Tool	NO	1				0.00	0.00
1.4	Drilling Jar	NO	1				0.00	0.00
2.0	De-Mobilization Charges of Tools & Equipment including Personnel							
2.1	SDMM with Stabilizers & Accessories	NO	1				0.00	0.00
2.2	MWD package	NO	1				0.00	0.00
2.3	LWD - Resistivity Tool	NO	1				0.00	0.00
2.4	Drilling Jar	NO	1				0.00	0.00
3.0	Operating Charges of Tools & Equipment including Personnel							
3.1	SDMM with Stabilizers & Accessories	DAY	1,040				0.00	0.00
3.2	MWD package	DAY	1,040				0.00	0.00
3.3	LWD - Resistivity Tool	DAY	1,040				0.00	0.00
3.4	Drilling Jar	DAY	1,040				0.00	0.00

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7. Refer to GCC for detail of GST.

8. Refer to SOQ & SCC for Item detail Description.

9. Mobilisation Period: 60 Days from the date of issue of Mobilization Notice.

10. The total Mobilization charges per unit set for each hole section shall not exceed 1% of the total value per unit set for the respective hole section in the Price Bid. However, the total Mobilization charges per unit set for each hole section if quoted in excess of 1% of the total quoted value per unit set of each respective hole section in the Price Bid, the excess amount shall be paid at the end of the contract along with demobilization charge.

11. The total De-Mobilization charges per unit set for each hole section shall not be less than 1% of the total value per unit set for the respective hole section in the Price Bid. However, the total De-mobilization charges per unit set for each hole section if quoted in deficit or less than 1% of the total quoted value per unit set of each respective hole section in the Price Bid, the deficit amount shall be withheld from the mobilization invoice and shall be paid at the end of the contract along with the De-mobilization charges.

12. The quoted unit Rental rate of each tool/equipment including personnel must not exceed 40% of the corresponding unit Operating rate quoted for the respective tool/equipment including personnel in the Price Bid.

13. Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. Please refer Clause 6.15 of BEC for details.