



**FORWARDING LETTER**

M/s \_\_\_\_\_  
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**Sub: IFB No. CDG4898P21 for ‘Hiring of Project Management Consultancy (PMC) Service for drilling, project management initiation, planning, execution, supervision/monitoring & close out for drilling & testing of wells in four thrust areas in the state of Assam, Arunachal Pradesh and Rajasthan respectively’.**

Dear Sirs,

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

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL’s e-procurement site for **‘Hiring of Project Management Consultancy (PMC) Service for drilling, project management initiation, planning, execution, supervision/monitoring & close out for drilling & testing of wells in four thrust areas in the state of Assam, Arunachal Pradesh and Rajasthan respectively’**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	<b>CDG4898P21</b>
(ii)	Type of Bidding	:	Online Global e-Tender: Single Stage-Two Bid System
(iii)	Tender Fee	:	Not Applicable
(iv)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
(v)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal

(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 CGM-Contracts Contract 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	:	<b>INR 89.50 Lakhs or USD 119,000.00</b>
(xii)	Bid Security Validity	:	<b>Minimum upto 31<sup>st</sup> May 2021</b>
(xiii)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xiv)	Amount of Performance Security	:	10% of annualized contract value
(xv)	Validity of Performance Security	:	Up to 3(three) months from date of completion of contract
(xvi)	Location of job	:	Assam, Arunachal Pradesh and Rajasthan.
(xvii)	Duration of the Contract	:	04 (Four) years from the date of commencement of Contract with a provision for extension by another 01 (One) year at the option of OIL.
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer <b>clause no. 30</b> of Part-3, Section-I (General Conditions of Contract).
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Pre-Bid Conference	:	Tentatively scheduled on <b>10<sup>th</sup> September 2020</b> .
(xxii)	Last Date for receipt of Pre-bid Queries	:	<b>08.09.2020</b> <b>(Queries received after 08.09.2020 will not be entertained)</b>

**3.0 Integrity Pact:** The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that

all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

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

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

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

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

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

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

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

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

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

4.7 The link for OIL's E-Procurement Portal is available on OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

## 5.0 **PRE-BID CONFERENCE:**

5.1 A Pre-Bid Conference is tentatively scheduled to be held on **10<sup>th</sup> September, 2020** at Duliajan, Assam to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. ***The parties who want to participate in the pre-bid meeting must confirm their participation and forward their pre-bid queries, if any latest by 8<sup>th</sup> September 2020.*** For details of the venue, bidders may contact Office of the CGM-Contracts, Oil India Ltd., P.O. Duliajan-786602, Phone: +91374-2808665/2808651 & E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in).

5.2 It is recommended to the prospective Bidders to attend the pre-bid conference and to make site visits to familiarize themselves with all the salient features of terrain and available infrastructure along the pipeline route. This will help the bidder to understand the total requirement for proper bidding.

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

5.4 The prospective bidders shall submit their queries/clarifications against the tender through E-mail / Courier addressed to CGM-Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **08.09.2020**. OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond **08.09.2020** will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.

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

5.6 The exact date and venue of pre-bid conference will be intimated later on. The Pre-Bid conference may be held through VC as well.

## 6.0 **IMPORTANT NOTES:**

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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information/documents submitted as per **Proforma-M** should be submitted along with the technical bids.
- iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).
- v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST)(Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM(IST) at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.
- vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.
- vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" Tab only. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.**

Go to this Tab **“Notes and Attachments”** for Uploading “Priced Bid” files.

Go to this Tab **“Technical Attachments”** for Uploading “Technical Bid” files.

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

#### **Notes:**

- \* The “Technical Bid” shall contain all techno-commercial details **except the prices.**
- \*\* The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, click on Add 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.

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

**Create RFX Response**

[Submit](#) | [Read Only](#) | [Print Preview](#) | [Check](#) | [Technical RFX Response](#) | [Close](#)

RFX Response Number 60038748      RFX Number 1396      Status In Proce  
RFX Owner BHARALI      Total Value 0.00 INR      Nu

**RFX Information**    **Items**    **Notes and Att**

**Basic Data** | **Questions** | **Technical Attachme**

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: ☐

Total Bid Value:

Bidder to select the currency of the Response

"Total Bid Value" is mandatory in "No

"Total Bid Value" considering all the

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

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

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

**Sd/-**  
**(B. Brahma)**  
**Sr. Manager – Contracts**  
**For Chief General Manager – Contracts**  
**FOR RESIDENT CHIEF EXECUTIVE**



**PART-1**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**1.0 Eligibility of the bidder:**

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2.0 Bid Documents:**

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
  - b) Instructions to Bidders, (Part-1)
  - c) Bid Evaluation Criteria, (Part-2)
  - d) General Conditions of Contract, (Part-3, Section-I)
  - e) Terms of Reference/Technical Specification, (Part-3, Section-II)
  - f) Special Conditions of Contract, (Part-3, Section-III)
  - g) Schedule of Rates, (Part-3, Section-IV)
  - h) Estimated CIF value of items at the time of import, (Proforma-A)
  - i) Price Schedule Format, (Proforma-B)
  - j) Bid Form, (Proforma-C)
  - k) Statement of Non-Compliance, (Proforma-D)
  - l) Bid Security Form (Proforma-E)
  - m) Performance Security Form, (Proforma-F)
  - n) Sample Agreement Form (Proforma-G)
  - o) Proforma of Letter of Authority (Proforma-H)
  - p) Authorisation for Attending Bid Opening (Proforma-I)
  - q) Integrity Pact (Proforma -J)
  - r) Safety Measures (Proforma – K)
  - s) Certificate of Compliance of Financial Criteria (Proforma –L)
  - t) Format of undertaking by Bidders towards submission of authentic information/documents (Proforma –M)
  - u) Commercial check List (Proforma –N)
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks,



contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

### **3.0 Transferability of bid documents:**

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

### **4.0 Amendment of bid documents:**

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

### **5.0 Preparation of Bids**

- 5.1 Language of Bids:
  - 5.1.1 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:
  - 5.2.1 Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.
- 5.3 Documents comprising the bid:

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

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

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 9.0.
- c) Bid Security (scanned) in accordance with Clause 10.0 hereunder. Original Bid Security should be sent as per Clause No. 10.10 below.
- d) Copy of Bid-Form without indicating prices in Proforma-C.
- e) Statement of Non-compliance as per Proforma-D.
- f) Proforma-A: List of items to be imported without the CIF values (For Global Tenders).
- g) Copy of Priced Bid without indicating prices (Proforma-B).
- h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-J attached with the bid document to be digitally signed by the bidder's Authorised representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: Please note that, No price should be mentioned in the "Technical Attachments" tab.

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

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

- a) Price-Bid Format as per Proforma-B
- b) Bid Form as per Proforma-C
- c) Proforma-A showing the items to be imported with the CIF values (For Global Tenders).

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

**6.0 Bid Form:**

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

**7.0 Bid Price:**

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

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

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

## **8.0 Currencies of bid and payment:**

- 8.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.
- 8.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

## **9.0 Documents establishing bidder's eligibility and qualifications:**

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

## **10.0 Bid Security:**

- 10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 10.8.
- 10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in DD/FDR (account OIL INDIA LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/online payment through OIL's e-portal/Bank Guarantee (BG) in OIL's prescribed format as enclosed with the NIT vide Proforma-E or an irrevocable Letter of Credit (L/C) from any of the following Banks –
- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
  - b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or

- c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
  - d) Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable.
  - e) The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.
- 10.3 Any bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive.
- 10.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of the Tender.
- 10.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 27.0 below is furnished.
- 10.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.8 The Bid Security may be forfeited:
- a. If the bidder withdraws the bid within its original/extended validity.
  - b. If the bidder modifies/revises their bid suo-moto.
  - c. If the bidder does not accept the order/contract.
  - d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
  - e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 10.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years or as deemed fit as per the prevailing Banning Policy of the Company (OIL).
- 10.10 The scanned copy of the original Bid Security submitted in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical

bid in the “Technical Attachment” tab of OIL’s E-portal. The original Bid Security shall be submitted by bidder to the office of CGM-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach GM-Contract’s office on or before 12.45 Hrs (IST) on the Bid Closing date.

- 10.11 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 10.12 The Bank Guarantee issuing bank branch must ensure the following:
- 10.13 The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
- (i) “MT 760 / MT 760 COV for issuance of bank guarantee.
  - (ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, District Dibrugarh, PIN – 786602. The Bank details are as under:

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

- 10.14 Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to either of the following designated OIL's bank accounts:

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

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

**11.0 Exemption from submission of bid security:**

- 11.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 11.2 Micro or Small Enterprises (MSE) bidders are exempted from submitting Bid Security. 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. The existing enterprises registered under EM- Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of March, 2021.
- 11.3 The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:
- i. Udyam Registration Number (URN) with Udyam Registration Certificate(URC)
- OR
- ii. Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of

Handicrafts and Handloom or Udyog Adhaar registration or registration with any other body specified by Ministry of MSME

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

## **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 Closing Date.
- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 10.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

## **13.0 Signing & submission of bids:**

- 13.1 Signing of bids:

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

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

- 13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature



is NOT relevant. The letter of authorisation (as per Proforma-H) shall be indicated by written Power of Attorney accompanying the Bid.

- 13.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.
- 13.2 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 Proforma-B should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) The Original Bid Security along with 1(one) copy
- b) Printed catalogue and literature if called for in the bid document.
- c) Power of Attorney for signing of the bid digitally.
- d) Any other document required to be submitted in original as per bid document requirement.

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

- 13.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.
- 13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through

Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

#### **14.0 Indian agent/representative/retainer/associate**

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

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

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

#### **15.0 Deadline for submission of bids:**

- 15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 15.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

- 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:**

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

**17.0 Modification and withdrawal of bids**

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

**18.0 Extension of bid submission date**

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

**19.0 Bid opening and evaluation**

- 19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only “Technical Attachment” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical Attachment” Tab Page only in the E-portal.

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

## **20.0 Opening of priced bids**

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

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

- 20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

## **21.0 Conversion to single currency**

While evaluating the bids, the closing rate (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. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

## **22.0 Evaluation and comparison of bids**

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

### **22.1 Discounts / rebates**

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

### **22.2 Loading of foreign exchange**

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

### **22.3 Exchange rate risk**

Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

#### **22.4 Repatriation of rupee cost**

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

#### **23.0 Contacting the company**

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

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

#### **24.0 Award of contract**

##### **24.1 Award criteria**

24.1.1 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.

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

#### **27.0 Performance security:**

Successful bidder has to submit Performance Security amount as mentioned in GCC clause no. 10.0.

## **28.0 Signing of contract**

- 28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

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

## **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 Proforma-J of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 31.2 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:
- a) Shri Sutanu Behuria, IAS (Retd); E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)
  - b) Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture E-mail: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@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.

**END OF PART-1**

**&&&&**

**PART-2**  
**BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)**

**I. BID REJECTION CRITERIA (BRC):**

Bidders are advised not to **take any exception/deviations** to the bid document. **Queries** can be raised in the pre-bid conference or in case pre-bid conference is not held, the exceptions/deviations along with suggested changes are to be communicated to OIL within the date specified in the NIT. OIL after reviewing such queries/suggestions, acceptable changes if any, in the bid document will be done through an addendum to the bid document.

However, during evaluation of bids, OIL may ask the bidder for clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. **If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and shall be liable for rejection.**

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

1.0 **TECHNICAL:** Bidder must meet the following criteria failing which offer will be rejected:

1.1 **EXPERIENCE CRITERIA FOR BIDDERS**

1.1.1 **PROJECT MANAGEMENT CONSULTANCY SERVICE**

Service Provider/Bidder must be a consultancy firm with experience in providing Project Management Consultancy [PMC] Service for Geo-mechanical studies, Oil & Gas Well Engineering, Procurement & Tendering Support for Material & Services including Supervision & Monitoring during execution of drilling and testing phase for **at least three nos. of each services [as defined under note (iii)] in previous seven (7) years** to be reckoned from the original bid closing date of the tender.

**NOTE:**

- (i) A job executed by a Bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BRC.
- (ii) Consortium of companies/technical collaborators/ groups of companies/ MoU tie-ups is not allowed to participate in this tender.

(iii) Experience of providing PMC services for at least three (3) projects against each of the following services either in combination or individually for the following services:

- Geo-mechanical studies
- Oil & Gas well engineering
- Procurement & tendering support for material & services
- Supervision & Monitoring during execution of drilling and testing phase

For each services performed under a single contract or individual contract will be counted as one project for the respective service(s). Documentary evidence must be submitted in support of experience as per para 3.1 below.

## 1.2 **EXPERIENCE CRITERIA FOR BIDDER'S PERSONNEL**

- 1.2.1 Service Provider/Bidder must have experienced & competent personnel for well-site supervision & monitoring as indicated in Scope of Work/Terms of Reference.
- 1.2.2 The bidder must provide an undertaking to deploy experienced personnel for the well supervision & monitoring as per the Scope of Work/Terms of Reference.
- 1.2.3 Bidder to submit necessary experience and qualification documents of their personnel in the form of Proforma for Curriculum Vitae (CV)/Bio Data of personnel at the time bidding for evaluation purpose **(Annexure-II)**.

## 1.3 **MOBILIZATION:**

- 1.3.1 Bidder must confirm to depute their core team for Kick off meeting & Data collection at Duliajan, Assam within 28 days from issue of **Letter of Award (LOA)**.
- 1.3.2 Bidder to confirm and accept the timeline as spelt out in the Scope of Work.
- 1.3.3 Offers not complying to the mobilization and timeline will be rejected.

## 1.4 **HSE CRITERIA:**

The Bidder shall have past LTIF rate which should not exceed 0.5% for last three years to be reckoned from the original bid closing date of the tender. Bidder to submit necessary documents of their for HSE performance as per **Annexure-IV**.

## 2.0 **FINANCIAL CRITERIA:**

- 2.1 The bidder must have **annual financial turnover** of at least **INR 16.75 Crores or USD 2.20 Million** in any of the preceding three (3) financial/accounting years reckoned from the original bid closing date as per the Audited Annual Reports.
- 2.2 **Net worth** of bidder should be minimum **INR 5.03 Crores or USD 0.66 Million** for the accounting year preceding the original bid closing date.

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

- 2.3 **Working Capital:** The Bidder should have minimum working capital equal to **INR 5.03 Crores or USD 0.66 Million** for the accounting year preceding the original bid closing date.

**Note:** Working Capital shall mean “Current Assets minus Current liabilities” as per latest year’s audited consolidated annual Financial Statements.

- 2.4 **Bid Capacity:** The bidding capacity of the contractor should be equal to or more than the **INR 33.50 Crores or USD 4.40 Million**. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = [A \times 1.5] - B$$

Where,

A = Maximum annual turnover in any one of the preceding three financial years.

B = Commitments in next twelve months from the date of expiry of the bid validity as per **Annexure-VI**.

- 2.5 **Debt equity ratio:** Debt equity ratio of the bidder should not be more than 2: 1.

Debt equity ratio shall mean long term borrowings/ Net-worth.

- 2.6 In case the bidder is a subsidiary company (should be a 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 of the parent/ultimate parent/holding company in any of preceding three (3) financial years shall be **INR 16.75 Crores or USD 2.20 Million**.
- (ii) Net Worth of the parent/ultimate parent / holding company should be minimum **INR 5.03 Crores or USD 0.66 Million** for the accounting year preceding the original bid closing date.
- (iii) **Working Capital** of the parent/ultimate parent / holding company should be minimum **INR 5.03 Crores or USD 0.66 Million** for the accounting year preceding the original bid closing date.

- (iv) The bidding capacity of the parent/ultimate parent / holding company should be equal to or more than the **INR 33.50 Crores or USD 4.40 Million.**
  - (v) Debt equity ratio of the parent/ultimate parent / holding company should not be more than 2:1.
  - (vi) Corporate Guarantee on parent/ultimate parent/holding company's 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
  - (vii) The bidder is a subsidiary company of the parent/ultimate parent /holding parent company.
- 2.7 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 and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year \_\_\_\_\_ (as the case may be) has actually not been audited as on the Original bid closing date as per format.

**Notes:**

- (i) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:
  - (a) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Annexure-III**. Please note that mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant w.e.f. 1<sup>st</sup> February, 2019.
  - OR**
  - (b) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- (ii) 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.
- (iii) In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing

conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

### 3.0 **DOCUMENTARY EVIDENCES:**

Bidders must furnish the following documentary evidences in support of fulfilling all the above requirement:

- 3.1 In support of the experience on “Drilling Project Management Consultancy Service”, the Service Provider/Bidder must furnish the documentary evidence(s) in the form of relevant pages of the contract(s) executed showing detailed address(es) of client(s), scope of work and work order(s) along with completion certificate(s)/payment certificate(s) issued by the client(s) or any other document(s) which can substantiate the technical experience under the above clause 1.1.1.
- 3.2 The details of current work in hand and work already completed during the last seven (7) years to be reckoned from the original bid closing date of the tender should also be submitted as per **Annexure-I** along with all supporting documents as indicated above.
- 3.3 All documentary evidences as sought under Para 2.0 and its sub-clauses.
- 3.4 All documentary evidences as sought under Para 1.4.
- 3.5 Bidders to submit the **Responsibility Matrix** as per **Annexure-V**.

#### **NOTE:**

- (i) All Certificates and documentary evidences required to be submitted should be clearly legible and in the English language. Supporting documents 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.
- (ii) Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.

4.0 **COMMERCIAL CRITERIA:**

- 4.1 **BID SYSTEMS:** Bids shall be submitted under single stage two Bid systems i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **"Technical Attachments" Tab** and Priced Bid as per **Proforma-B** uploaded in the **"Notes & Attachments" Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

**N.B.: There should not be any indication of price/rates in the Technical Bid/Techno-commercial Bid. A bid will be straightway rejected if price/rate is given in the Technical /Techno-commercial Bid.**

- 4.2 **FIRM PRICES:** Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 4.3 **BID CLOSING DATE AND TIME:** Bids submitted after the Bid Closing Date and Time will be rejected.
- 4.4 **BID Validity:** Bids must be valid for 120 days. Bids with shorter validity will be rejected as being non-responsive.
- 4.5 **BID SECURITY:** Bid Security for an amount **INR 89.50 Lakhs** (or **USD 119,000.00**) in Original shall be furnished as a part of the Technical Bid and shall reach OIL's CGM-Contract's office at Duliajan on or before **12.45 Hrs (IST)** on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount & validity of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 4.6 **INTEGRITY PACT:** The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 4.7 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 4.8 Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 4.9 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initiated by the person or persons who has/have digitally signed the Bid.



- 4.10 Any Bid containing false statement or false information or misleading information will be rejected.
- 4.11 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document; otherwise the Bid will be summarily rejected.
- 4.12 Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate. Bids submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- 4.13 Bidders must accept and comply with the following clauses as given in the tender document in toto failing which bid will be rejected:
- (i) Performance Guarantee Clause
  - (ii) Force Majeure Clause
  - (iii) Tax Liabilities Clause
  - (iv) Arbitration Clause
  - (v) Acceptance of Jurisdiction and Applicable Law
  - (vi) Liquidated damage and penalty clause
  - (vii) Safety, Environment & Labour Law
  - (viii) Termination Clause
  - (ix) Insurance Clause
  - (x) Liability Clause
  - (xi) Withholding Clause
  - (xii) Integrity Pact
- 4.14 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.**
- 4.15 The following documents (in original) should necessarily be submitted in physical form, in a sealed envelope:
- **The original bid security.**
  - **The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original.**

A notarized true copy of the “Power of Attorney” shall also be accepted in lieu of the original, if the power of attorney is a general “Power of Attorney”. However, photocopy of such notarized true copy shall not be accepted.

Bidder should ensure to submit original documents in accordance with the bidding documents.

The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.

5.0 **GENERAL NOTES:**

- 5.1 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.
- 5.2 If any of the clauses in the BEC/BRC contradicts with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- 5.3 The Compliance Statement (**PROFORMA-D**) clearly indicating “**NIL Exception/ Deviation**” to Tender clauses should be uploaded along with the Technical bid.
- 5.4 **SUBMISSION OF FORGED DOCUMENTS:** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / informationsubmittedbythebidder(s)againstthetender.Incaseatanystage 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 6<sup>th</sup> January 2017, available in the OIL’s website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-M**.

II. **BID EVALUATION CRITERIA (BEC):**

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

- 1.0 Bids shall be evaluated both in terms of Quality as well as Quoted Price i.e. Quality & Cost Based Selection (QCBS) methodology. **The weightage for Quality is 60 and the weightage for the Quoted price is 40.**

## 2.0 Bid Quality Evaluation:

The marks allocated against various sub-sections under Quality of Bid shall be as below:

(a) Broad classification:

Sl. No.	Quality Criteria	Marks
1	<b>Bidder's Experience</b>	60
2	<b>HSE performance</b>	15
3	<b>Software Utilisation</b>	5
4	<b>Experience &amp; Educational Qualification of Bidder's Personnel (Project Coordinator and Drilling Supervisor)</b>	20
	<b>Total:</b>	<b>100</b>

(b) Sub breakup of marks shall be as under:

Sl. No.	Quality Criteria	Marks
<b>1.0</b>	<b>Bidder's Experience in previous 07 (Seven) years reckoned from the original bid closing date</b>	60 (Max)
<b>1.1</b>	<b>Bidder's experience in Geo-mechanical Studies:</b>	10 (Max)
<b>(a)</b>	Experience of having successfully completed Geo-mechanical Studies more than four (04) numbers	10
<b>(b)</b>	Experience of having successfully completed Geo-mechanical Studies four (04) numbers	8
<b>(c)</b>	Experience of having successfully completed Geo-mechanical Studies minimum three (03) numbers	5
<b>1.2</b>	<b>Bidder's experience in Well Engineering:</b>	20 (Max)
<b>(a)</b>	Experience of having successfully completed Well Engineering more than four (04) wells	20
<b>(b)</b>	Experience of having successfully completed Well Engineering four (04) wells	15
<b>(c)</b>	Experience of having successfully completed Well Engineering minimum three (03) wells	10
<b>1.3</b>	<b>Bidder's Experience in Procurement and Tendering support:</b>	15 (Max)

Sl. No.	Quality Criteria	Marks	
(a)	Experience of having successfully completed more than four (04) similar assignments	15	
(b)	Experience of having successfully completed four (04) similar assignments	10	
(c)	Experience of having successfully completed minimum three (03) similar assignments	5	
1.4	<b>The bidder having experience of successful well supervision and monitoring of drilling and completion phase during Execution.</b>	15 (Max)	
(a)	Experience of successfully completing well supervision and monitoring of more than four (04) drilling and completion phase during Execution.	15	
(b)	Experience of successfully completing well supervision and monitoring of four (04) drilling and completion phase during Execution.	10	
(c)	Experience of successfully completing well supervision and monitoring of minimum three (03) drilling and completion phase during Execution.	5	
2.0	<b>Bidder's HSE performance for last 3(three) years reckoned from the original bid closing date:</b>	15 (Max)	
(a)	Bidder having past LTIF rate of less than 0.4%.	15	
(b)	Bidder having past LTIF rate more than 0.4% but less than 0.5%	10	
(c)	Bidder having past LTIF rate equal to 0.5%.	5	
3.0	<b>Software Utilization for Well Engineering:</b>	5 (Max)	
(a)	Any integrated software (covering all SOW)	5	
(b)	Any standalone software	3	
4.0	<b>Experience&amp; Educational Qualification of Personnel:</b>	20 (Max)	
4.1	<b>Project Coordinator</b> should have an overall experience of at least 15 years in Exploration and Development Drilling Operation. <b>Out of these 15 years he should have worked as project coordinator for atleast 03 years in drilling project management.</b>	7 (Max)	
(a)	Experience of Project Coordinator more than or equal to 25 (Twenty-Five) years.	7	

Sl. No.	Quality Criteria	Marks	
(b)	Experience of Project Coordinator more than or equal 20 (Twenty) Years but less than 25 (Twenty-Five) Years	5	
(c)	Experience of Project Coordinator more than or equal to 15 (Fifteen) Years but less than 20 (Twenty) years.	3	
4.2	<b>Drilling Supervisor</b> should have an overall experience of at least 10 years in Exploration and Development Drilling Operation. <b>Out of these 10 years he should have worked as Drilling Superintendent for atleast 05 years.</b>	7(Max)	
(a)	Experience of <b>Drilling Supervisor</b> more than or equal to 20 (Twenty) years	7	
(b)	Experience of <b>Drilling Supervisor</b> more than or equal 15 (Fifteen) Years but less than 20 (Twenty) Years	5	
(c)	Experience of <b>Drilling Supervisor</b> more than or equal to 10 (Ten) Years but less than 15 (Fifteen) years.	3	
4.3	<b>Educational Qualification of Project Coordinator</b>	3 (Max)	
(a)	Engineering Degree and Above	3	
(b)	Diploma in Engineering/ Science Graduate	1	
4.4	<b>Educational Qualification of Drilling Supervisor</b>	3 (Max)	
(a)	Engineering Degree and Above	3	
(b)	Diploma in Engineering/ Science Graduate	1	
	<b>Total:</b>	<b>100</b>	

**Note:**

- It shall be the bidder's responsibility to ensure submission of unambiguous /clear and sufficient documentary evidence in support of the evaluation criteria.
- Bidder must provide the list of all licensed software(s) (to be used) against Sl. No. 3.0 along with their technical specification sheet.

- c) OIL reserves the right to verify any or all data/document/information provided by the bidder. False statement by Bidder will make it liable for appropriate action.
- d) The Minimum Qualifying Marks a bid shall have to meet in Quality Criteria is **41 marks**. Bids not meeting the minimum qualifying marks in Quality Criteria shall be rejected. The Bids meeting the minimum qualifying marks shall be called "*Qualified Bids*" and shall be eligible for Priced Bid evaluation of the bid.

### 3.0 **EVALUATED BID PRICE:**

*Qualified Bids* (meeting the minimum Qualifying Marks of **41** in Quality Criteria) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria shall be considered for further evaluation as per the Evaluation Criteria given below:

- 3.1 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under **Section-IV** and the summarized price schedule format vide enclosed **Proforma-B**. If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.2 **Priced Bids shall be evaluated taking into account the Price quoted as per Proforma-B including quoted GST.**
- 3.3 Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.
- 3.4 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, CAG Branch, Kolkata one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 03 (three) months, then B.C. Selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 3.5 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

#### 4.0 **INTER SE-RANKING OF THE QUALIFIED BIDS:**

To ascertain the inter se-ranking of the bids the Quality & Cost Based Selection (**QCBS**) **methodology** as mentioned below shall be adopted:

- 4.1 An **Evaluated Bid Score (B)** will be calculated for each bid, which meets the minimum Qualifying marks of 41 in Quality Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C_{\text{low}}/C) * 100 * X + (T/T_{\text{high}}) * 100 * Y$$

Where,

C = Evaluated Bid Price of the bidder

C<sub>low</sub> = The lowest of the evaluated bid prices among responsive bids

T = The total marks obtained by the bidder against *Quality* criteria

T<sub>high</sub> = The total marks achieved by the best bid among all responsive bids against *Quality* criteria

X = 0.40 (The weightage for *Quoted price* is 40)

Y = 0.60 (The weightage for *Quality* is 60)

**Note:** The **Evaluated Bid Score (B)** shall be considered upto two decimal places.

- 4.2 The bid with the **highest Evaluated Bid Score (B)** will be **recommended for award of contract**.
- 4.3 In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against *Quality* criteria will be recommended for award of contract. Even then, if there is tie, a draw of lot will be resorted to arrive at the recommended bidder.

**END OF PART-2**

**&&&&**



**Part-3**  
**SECTION-I**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1.0 APPLICABILITY, DEFINITION & INTERPRETATION**

**1.1 Applicability**

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

**1.2 Definition & Interpretation**

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

**1.2.1 COMPANY/OIL/Operator:**

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

**1.2.2 CONTRACTOR:**

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

**1.2.3 Contract:**

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

**1.2.4 Site:**

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

**1.2.5 COMPANY's Site Representative/Engineer:**

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

**1.2.6 Sub-Contract:**

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on

third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

**1.2.7 Sub-Contractor:**

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

**1.2.8 Contractor's Representative:**

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

**1.2.9 Contract Price/Value:**

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

**1.2.10 Firm price:**

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

**1.2.11 Service/Works/Operations:**

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

**1.2.12 Equipment/Materials/Goods:**

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

**1.2.13 Drawings:**

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

**1.2.14 Specifications:**

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided

under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

**1.2.15 Engineer In-charge (EIC):**

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

**1.2.16 Inspectors:**

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

**1.2.17 Tests:**

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

**1.2.18 Approval:**

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

**1.2.19 Day:**

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

**1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

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

**1.2.23 Bid/offer:**

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

**1.2.24 Guarantee:**

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

**1.2.25 Mobilization:**

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

**1.2.26 De-mobilization:**

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

**1.2.27 Wilful Misconduct:**

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

**1.2.28 Gross Negligence:**

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

**1.2.29 Criminal Negligence:**

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

**1.2.30 GST Legislations:**

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

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

## **2.0 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:

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

**8.2 CONTRACTOR's representative:**

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

**9.0 Personnel to be deployed by contractor:**

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

- 9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2** The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from 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-F and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:



**10.2** 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

**10.3** In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

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.

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

**10.4** 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.

**10.5** 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.

**10.6** 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.

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

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

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

- 10.10** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.11** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

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

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

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

**11.0 SIGNING OF CONTRACT:**

- 11.1** The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://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 BimaYojana (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 demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

## **24.0 SUBCONTRACTING/ASSIGNMENT:**

- 24.1** CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.
- 24.2** Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

## **25.0 RECORDS, REPORTS AND INSPECTION:**

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests

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

**26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:
- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
  - b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.
- 26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.
- 26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the

strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

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

## **27.0 REMUNERATION AND TERMS OF PAYMENT:**

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



Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount maybe 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, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
  - (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
  - (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (ii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
  - 1) The furnished information is correct to the best of his knowledge.
  - 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
  - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
  - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

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

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

### **30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:**

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

### **31.0 FORCE MAJEURE:**

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as

provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

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

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

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

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

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

### **32.0 SET-OFF:**

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract,

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

**33.0 WITHHOLDING:**

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

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
  - i) Order issued by a Court of Law or statutory authority in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
  - iv) Any payment due from CONTRACTOR in respect of 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, 2017
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

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

### **35.0 LABOUR LAWS:**

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

month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

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

### **36.0 STATUTORY REQUIREMENTS:**

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

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

- 37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
- 37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.



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

**38.0 POLLUTION AND CONTAMINATION:**

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

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

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

**39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:**

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

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

disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

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

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

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

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
- iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
- iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

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

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

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

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

**40.0 SEVERABILITY:**

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

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

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

**42.0 SETTLEMENT OF DISPUTES:**

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

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking

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

3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto 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 3 <sup>rd</sup> 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.

- 1) 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](http://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 along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

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

#### **45.0 TO DETERMINE THE CONTRACT:**

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

#### **46.0 WITHOUT DETERMINING THE CONTRACT:**

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

#### **47.0 ERRING/DEFAULTING AGENCIES:**

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

#### **48.0 MISCELLANEOUS PROVISIONS:**

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

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

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

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

**END OF SECTION-I**

**Part-3**  
**SECTION-II**  
**SCOPE OF WORK (SOW)/TERMS OF REFERENCE (TOR)**

**1.0 INTRODUCTION**

OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Field Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport at Dibrugarh, about 45 km away. Head office of Rajasthan field is in Jodhpur and nearest airport is Jodhpur approximately 3 km away.

**1.1. NAME OF THE SERVICE**

“Hiring of Project Management Consultancy service for drilling, project management initiation, planning, execution, supervision/monitoring & close out for drilling & testing of wells in four thrust areas in the state of Assam, Arunachal Pradesh and Rajasthan respectively.

**1.2. SCOPE OF WORK**

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

**2.0 DEFINITION OF WORK**

Oil India Limited (OIL) intends to hire “**Project Management Consultancy Service**” or “**PMC Services**” for initiation, planning, execution by supervision/monitoring and close out the operational activities before and during the drilling activities of the proposed drilling locations in four Thrust Areas, namely Kumchai/Kharsang (Ningru PML) in Arunachal Pradesh, Balimara (Dumduma PML) & Beneath Baghjan (High Displacement Well) in Assam and Baghewala (Baghewala PML) in Rajasthan.

***Table 01: Tentative Numbers Wells to be drilled in Four Thrust Areas (in India)***

<b>Sl. No.</b>	<b>Name of Thrust area</b>	<b>State</b>	<b>No of Wells*</b>
<b>01</b>	Kumchai/Kharsang (Ningru PML)	Arunachal Pradesh	<b>20-25</b>
<b>02</b>	Balimara (Dumduma PML)	Assam	<b>10-12</b>
<b>03</b>	Baghjan (High Displacement Well)	Assam	<b>15-20</b>
<b>04</b>	Baghewala (Baghewala PML)	<b>Rajasthan</b>	<b>25-30</b>

**\*Note:** Number of wells may vary based on final Field Development Plan.

## 2.1 WELL DESIGNING [CONCEPTUAL AND COMPREHENSIVE]

The no. of wells for well engineering in respective thrust areas are indicated in the following table. These designs (conceptual and comprehensive) will be considered as model for the rest of the wells to be drilled under respective thrust area with following conditions.

- These models will be replicated, if succeeded, for the remaining wells under respective thrust areas with desired modification if necessary, without any financial implications on OIL.
- In case of any failure, attributed due to deficiencies in well design, then the model design for that particular thrust area shall be redesigned without any financial implications on OIL. This clause shall be applicable for all subsequent wells of respective thrust areas.
- The complete well design (conceptual and comprehensive) shall include drilling and well completions design.

**Table 02: Proposed Numbers of Wells in Four Thrust Areas for Model Well Engineering**

<b>Sl. No.</b>	<b>Field / PML</b>	<b>No of well for model Well Engineering</b>
<b>1</b>	Kumchai/Kharsang (Ningru PML)	3
<b>2</b>	Balimara (Dumduma PML)	2
<b>3</b>	Baghjan (High Displacement Well)	1
<b>4</b>	Baghewala (Baghewala PML)	4
<b>Total</b>		<b>10</b>

## 2.2 KEY RESPONSIBILITIES OF PMC SERVICE PROVIDER

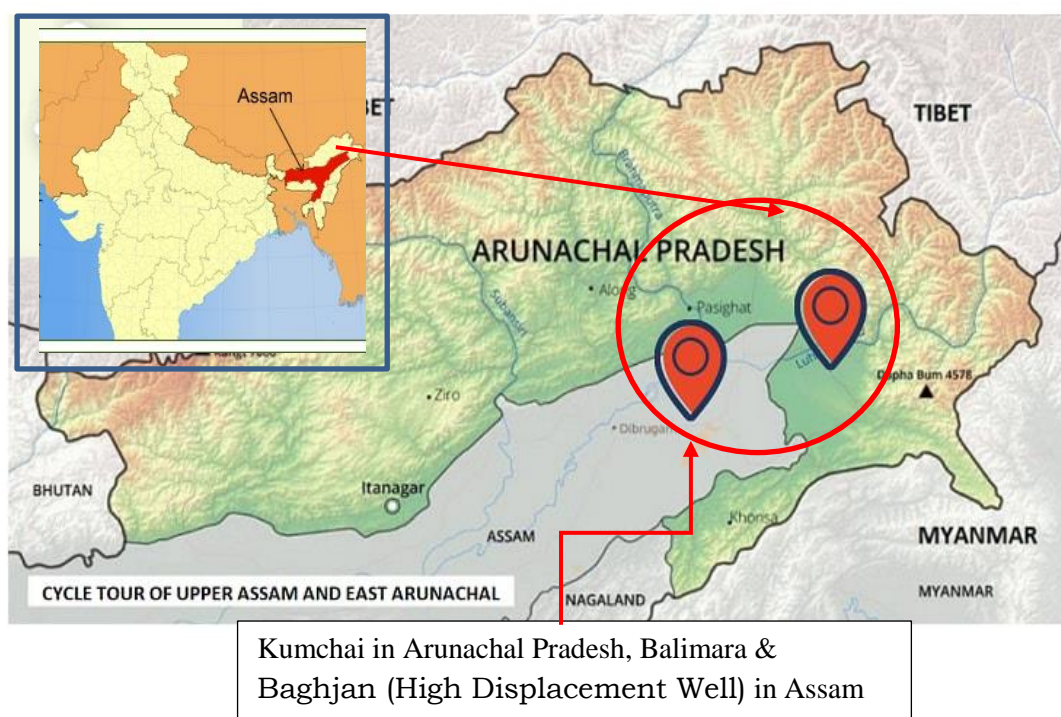
- Data collections of respective thrust areas&/or offset wells.
- Preparation of Project Management Plan (including project Charter& scope statement).
- Geo-mechanical studies
- Model Well Engineering,
- Preparation of scope for individual or bundled service(s)including specifications for long lead items (other than those available in OIL's inventory)
- Deployment of personnel for onsite supervision during the execution phase.
- Project Closure.

### 3.0 BRIEF DESCRIPTION OF BLOCKS

The Upper Assam Basin, which is a part of Assam Arakan Petroliferous Basin, lies in a syntaxial position which is surrounded on three sides by thrust belts. In the south the Naga Thrust Belt has been developed due to convergence between the Indian plate and the West Burma Block and the syntaxial closure has resulted from the Himalayan collision to the north and northeast. The Basin has developed as a foredeep / foreland basin with respect to Naga Thrust Belt advancement. The foredeep phase was deposited under marine/deltaic conditions and the foreland stage mainly under fluvial environments.

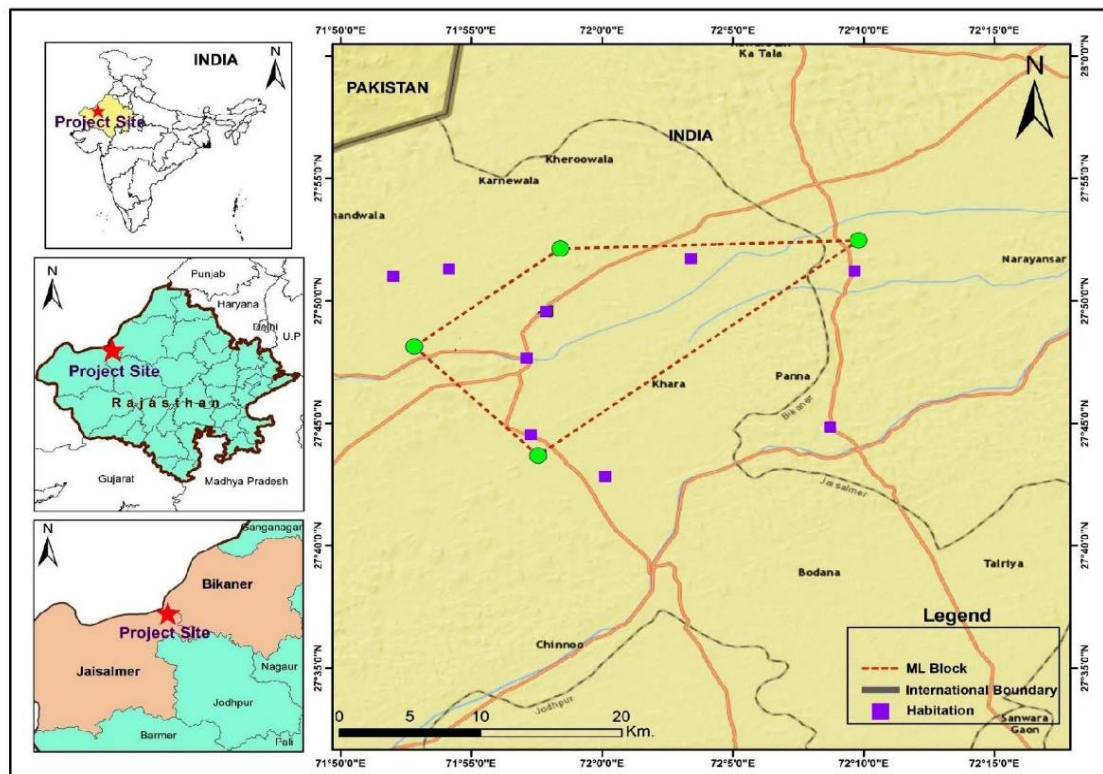
Present thrust for hydrocarbon exploration by Oil India Limited in Upper Assam Basin is on the Paleocene – Lower Eocene shelf sediments, Oligocene-Miocene fluvial to fluvi-deltaic & lacustrine sediments, where numbers of oil/gas bearing structures have been identified. Sandstones deposited in a fluvio-deltaic environment (Langpar Formation) to marginal marine environment (Lakadong & Narpuh Member of Sylhet Formation), fluvio-deltaic to deltaic (Barail Formation), fluvial (Tipam) & lacustrine (Girujan) act as the key reservoir facies and major oil and gas accumulations are found in structural traps. Recent exploratory drilling in the deeper and frontier part of the Basin towards east, southeast and northern bank of the river Brahmaputra away from the Central Basement High area has revealed interesting information on the reservoir facies development pattern within the Paleocene-Lower Eocene sediments.

Many of the identified structures have been established as development fields through drilling number of wells & some others are yet to be proven from commercial point of view.



**Fig-1: Area of Project in Assam and Arunachal**





**Fig-2: Area of Project in Rajasthan**

### 3.1. **KUMCHAI [NIGRU PML]**

The KUMCHAI oilfield is a hanging wall structure concealed beneath the alluvial cover in the Changlang District of Arunachal Pradesh. Geologically, the KUMCHAI structure is a fairly large structural 'high' located in the extreme eastern part of the Upper Assam Basin. Structurally, it is an NE-SW trending doubly plunging elongated anticline with a possible areal extent of about 18 sq. km. at Upper Girujan (Mio-Pliocene) stratigraphic level. The structure is bounded by a thrust/ reverse fault in the north and a normal fault in the south. The structural configuration at the underlying Tipam (Miocene) level more or less conforms to the structural picture of the overlying Girujan level. The closure area is expected to be about 8 sq. km. at the Tipam level. The structural configuration of the field has been depicted through time/ depth contour maps within Girujans and Tipams.

### 3.2. **BALIMARA [DUMDUMA PML]**

The study area is located in the southern part of OIL's operational area in Upper Assam basin. Balimara structure was identified in a regional study published vide EGN-663 of June, 2005 as a review of Greater Shalmari-Nahorkatiya area for prospect generation and exploratory drilling. The Balimara structure appears as a faulted anticlinal structure at Barail Top as well as Barail Sand top level. The structure is bounded in the north by a WNW-ESE trending fault separating it from Jaipur structure. The structure is bounded in the north-west by NE-SW trending fault, whereas the surface trace of the Naga thrust lies in



the south-west of the structure. The Balimara area shows similar structural pattern as that of Barail at Tipam and Eocene levels.

### 3.3. **Baghjan (High Displacement Well)**

The Baghjan oilfield is located in the North-eastern corner of OIL's operational area in Upper Assam Basin and very close to the Baghjan (High Displacement Well) which is situated towards north of Baghjan. Drilling of wells has been carried out in Baghjan area and no well has been drilled in Baghjan (High displacement well) area yet. The Baghjan structure was first identified at the Paleocene-Lower Eocene level during the interpretation of 2D seismic data of Chandmari area in 2000. It is an elongated structure and lies on the up-thrown side of the major east-west trending fault at Paleocene-Lower Eocene level. The discovery of hydrocarbon in this structure was made during March 2003 after the successful completion of the first well Baghjan-1. The main hydrocarbon bearing horizons are confined to the Paleocene / Lower Eocene reservoirs (3.5-4.0) Km below the surface level. The Baghjan structure lies in Baghjan PML which is limited by Baghjan (High Displacement Well) in the north.

### 3.4. **BAGHEWALA [BAGHEWALA]**

The Baghewala Structure was identified based on 2D seismic data acquired in the Bikaner-Nagaur basin during 1985-87. Further 2D seismic survey was carried out in the area during 1991-92. The first well, Baghewala-1 (BGW-1), drilled in the structure discovered heavy oil in 1104-m Jodhpur Sandstone Formation in 1991. The discovery was first of its kind in the country in very old rocks of Infra-Cambrian age (approx. 550 million years). The mining lease in Baghewala covering an area of 210 sq. km was granted to Oil India Limited in the year 2003 (with effect from 30.05.2003) for a period of 20 years.

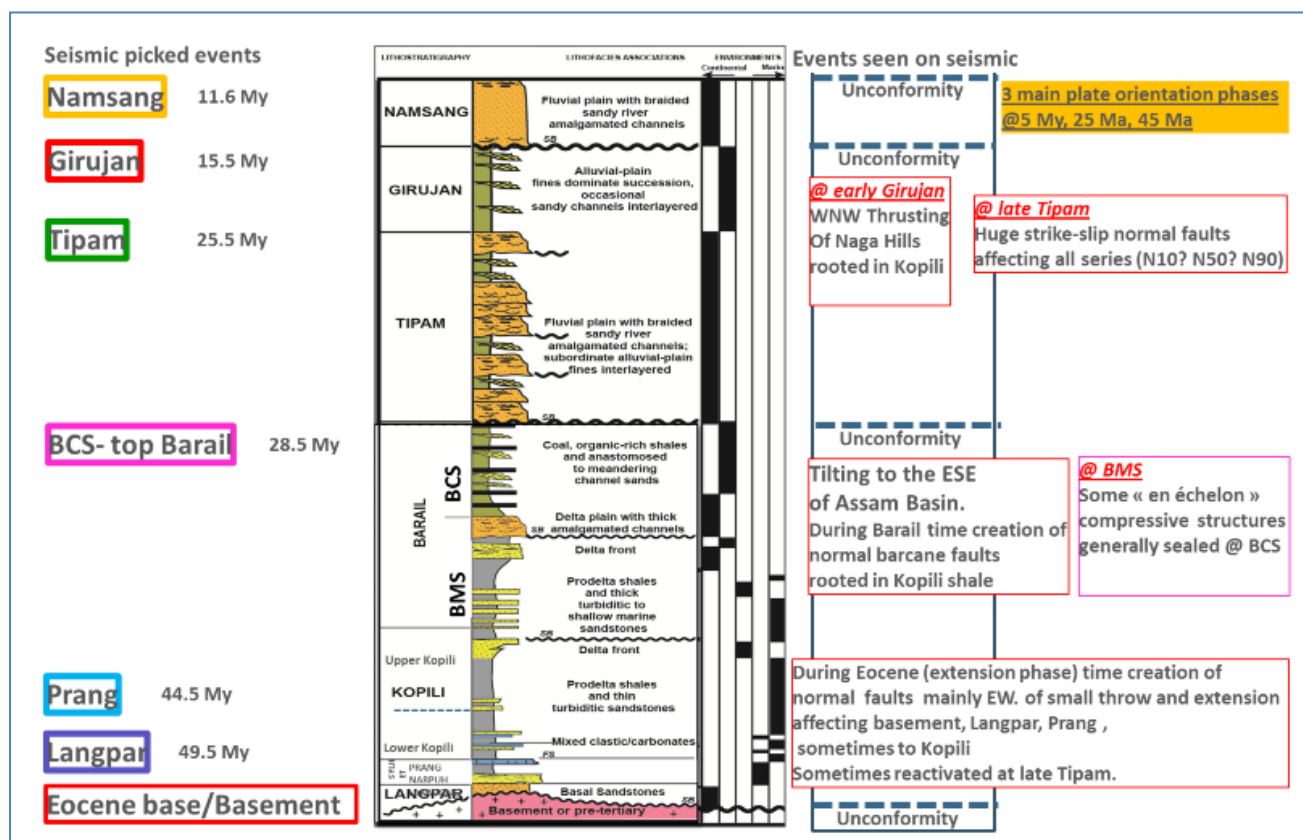
OIL has drilled total 20 wells in Baghewala Field till date including vertical, J-Bend and Horizontal wells. Though the main prospective horizon is Jodhpur Sandstone Formation (depth around 1050-1100 m), recently a well has been drilled (TD 734 m) targeting the Upper Carbonate zone (depth around 450-500 m).

The main challenges while drilling in the Baghewala Field are Loss zones encountered in the fractured dolomites of Upper Carbonate Formation, Wash out zones in the Hanserian Evaporite Group (HEG).

Cyclic Steam Stimulation (CSS) has been carried out successfully in few wells in RF recently wherein wells are subjected to a temperature of 350 degree (max) and pressure of 150 KSC (max). It is planned to carry out CSS in majority of future wells of Baghewala Field as well.

## 4.0 GENERALIZED STRATIGRAPHY / LITHOLOGY OF 4 THRUST AREA

### 4.1. KUMCHAI, BALIMARA & Baghjan (High Displacement Well) AREAS



### 4.2. BAGHEWALA AREA

Although there are several wells planned for Baghewala Field for heavy oil extraction. The Field development plan is yet to be finalized and approved. As such a vertical well which is planned to be proposed is given below as reference well. Data on more locations will be furnished as and when they are ready.

**3.0 Table-3: General Stratigraphy/Lithology in Baghewala Field**

Sl. No.	Loc.	Geological Age	Formation	Thickness (m)	Lithology
1	Loc. D-V5 Vertical/ Multilateral	Recent + Pleistocene	Shumar	350-400	Fine to Medium Grained Sand
		Triassic + Jurassic	Jaisalmer + Lathi	50-100	Red claystone and ferruginous sandstone with minor coal
		Permian	Bap+	40-90	Red yellow and grey claystone and silts with

			Badhaura		conglomerate
		Infra-Cambrian	Upper Carbonate	200-325	Laminated dolostone and limestone with red claystone interbeds and occasional marl
			Nagaur	150-200	Mottled claystone with siltstone, fine grained sandstone and minor dolostone
			HEG	70-130	Anhydrite, Halite, claystone and dolostone
			Bilara	50-80	Dolostone, fine grained sandstone & reddish-brown claystone
			Jodhpur	15-30	Coarse to fine grained, well sorted sandstone (pinkish), with siltstone and claystone
		Pre-Cambrian	Malani Volcanics	150 m	Volcano-clastics with basalt and Rhyolitic flows

#### 4.3. EXPECTED FORMATION TOPS OF THE LOCATIONS

##### 4.3.1. KUMCHAI [NINGRU PML]

Ground Level Elevation above Sea level = 180 m

**Table-4: Formation Tops (Well: Kumchai-10)**

Formation	TVDSS (m)	TVD (m BDF)
Alluvium	Surface	Surface
Namsang	1851	2021
Girujan	3010	3180

##### 4.3.2. KHARSANG [NINGRU PML]

Ground Level Elevation above Sea level = 225 m

**Table-5: Formation Tops (Well: Kharsang-28)**

Formation	TVDSS (m)	TVD (m BDF)
Supra Alluvium	Surface	Surface
Supra Barail	-	20
Margherita TZ	28	256
Sub Namsang	50	278
Sub Girujan	397	625

#### 4.3.3. **BALIMARA [BALIMARA PML]**

Ground Level Elevation above Sea level = 120 m

**Table-6: Formation Tops (Well: Balimara-1)**

Formation	TVDSS (m)	TVD (m BDF)
Alluvium	Surface	Surface
Girujan	1620	1747
Tipam	2735	2862
Barail (Argillaceous)	3579	3706
Barail (Arenaceous)	3904	4032
Kopili	4444	4571

#### 4.3.4. **BAGHJAN (HIGH DISPLACEMENT WELL) [BAGHJAN PML]**

Ground Level Elevation above Sea level = 122 m

**Table-7: Formation Tops (Well: Baghjan-1)**

Formation	TVDSS (m)	TVD (m BDF)
Alluvium	Surface	Surface
Girujan	Absent	Absent
Tipam	1921	2050
Barail	2228	2357
Kopili	2970	3099
Prang	3284	3413
Narpuh	3337	3466
Lakadong+Theria	3447	3576
Langpar	3607	3736
Basement	3715	3844

#### 4.3.5. **BAGHEWALA [BAGHEWALA PML]**

**Table-8: Formation Tops (Expected) of Loc. D-V5 Vertical**

Ground Level Elevation above Sea level = 136 m

Formation	TVDSS (m)	TVD (m BDF)
Shumar	Surface	Surface
Jaisalmer+Lathi	258	400
Bap+Badhaura	323	465
Upper Carbonate	358	500

Nagaur	638	780
HEG	808	950
Bilara	938	1080
Jodhpur	988	1130
Malani Volcanics	1018	1160
TD	1033	1175

## 5.0 OTHER INFORMATION

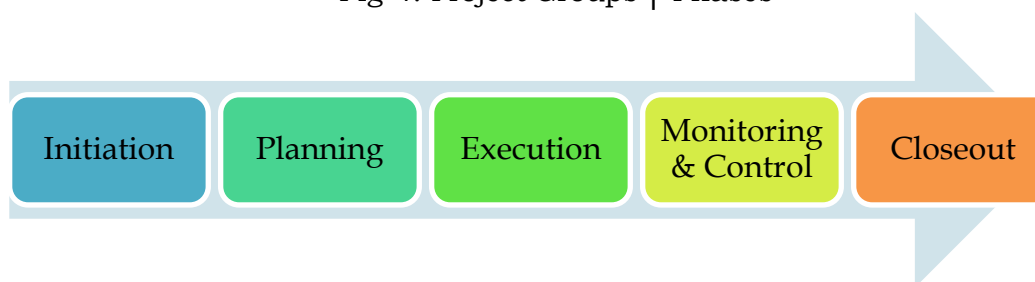
- (i) It is envisaged to use AC-SCR/AC-VFD drilling rig of capacity 2000/3000 HP (depending on well depth) preferably with TDS to carry out drilling activities in three thrust areas of Assam and Arunachal Pradesh.
- (ii) For Rajasthan Field, a mobile rig package of suitable capacity should be selected based on design requirement with Pad Drilling facility. The rig package with TDS may be a part of the bundled service.
- (iii) It is envisaged to deploy tentatively four drilling rigs under simultaneous operations in three thrust areas of Assam and Arunachal Pradesh. Additionally one mobile rig package will be deployed for the thrust area of Rajasthan.

## 6.0 SCOPE OF WORK

### 6.1. PROJECT GROUPS | PHASES

The PMC services Project is divided in OIL 4:0 will have five phases which shall be called as **“PHASE”** henceforth. The phases will be discrete but interconnected, inter dependent and will overlaps with one or more phases if situations warrant and shall supplement or complement each other to make the project robust and successful.

Fig-4: Project Groups | Phases



However, execution and monitoring & control phases shall start concurrently and parallel to each other.

#### 6.1.1. INITIATION

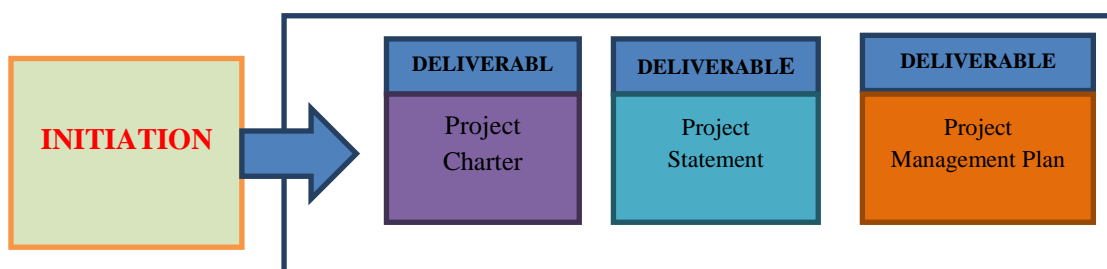
Initiating processes shall determine the nature and scope of the project. The initiation stage should encompass the following:

#### 6.1.1.1. SERVICE REQUIREMENT OF INITIATION PHASE

- (i) Mobilization of personnel for data collection (Place for data collection is at Duliajan, Assam for all the four thrust areas).
- (ii) Bidder to attend Kick off meeting (one day) with OIL team for Data collection at Duliajan.
- (iii) The PMC service provider with his core team should be available for Kick off meeting & Data collection at Duliajan, Assam within 28 days from the date of issue of **Letter of Award (LOA)**.
- (iv) To prepare the following
  - Project Charter, Scope Statement and Project Management Plan with inputs from OIL and submit for approval from OIL:
  - The Project Management Plan to be updated after final acceptance of Comprehensive Well Design, Prior to start of Execution Phase and as per note under the clause 6.1.1.2 without any additional cost.
- (v) Concluding Meeting/closing meeting on data collection issues.

#### 6.1.1.2. DELIVERABLE BY CONTRACTOR

Fig-5: Deliverable of Initiation Phases



##### (i) PROJECT CHARTER

The **project charter** should contain the rationale for the project, the reasons for its existence, who initiated it, and why. The following checklist can be used for a project charter:

- a) The purpose and justification of the project.
- b) Project objectives or other success criteria. How the project is justified or business case with 2P reserve of the company to be finalized after reviewing in Planning phase
- c) High level requirements.
- d) Project description.
- e) Product characteristics.
- f) Risks

- g) Basic milestones.
- h) Sample budget.
- i) Stakeholders (Stakeholder analysis including users and support personnel for the project)
- j) Critical success factors.
- k) Roles and responsibilities. Project Coordinator(s) and/or team.
- l) Project sponsor(s), clients, etc.

(ii) **PROJECTS SCOPE STATEMENT**

**Project scope statement should be able** to encompass the full scope of the project in a paragraph or two. It's not a requirement to define 100% of the project scope in the scope statement. But it should have a fairly complete description, as best it can. It's not just core scope, it's the entire scope. The project scope statement can contain the following information:

- a) Scope description.
- b) Criteria for acceptance.
- c) Project deliverables.
- d) Exclusions and constraints.
- e) Project assumptions.

(iii) **PROJECT MANAGEMENT PLAN**

A **Project management plan** is a formal, approved document that defines how the **project** is executed, monitored, and controlled. It may be a summary or a detailed document and may include baselines, subsidiary **management plans**, and other **planning** documents.

**Components**

The primary components of a project management plan are:

- Scope Statement
- Critical Success Factors
- Deliverables
- Work Breakdown Structure
- Schedule
- Project Economics including costs and benefits
- Budget
- Quality

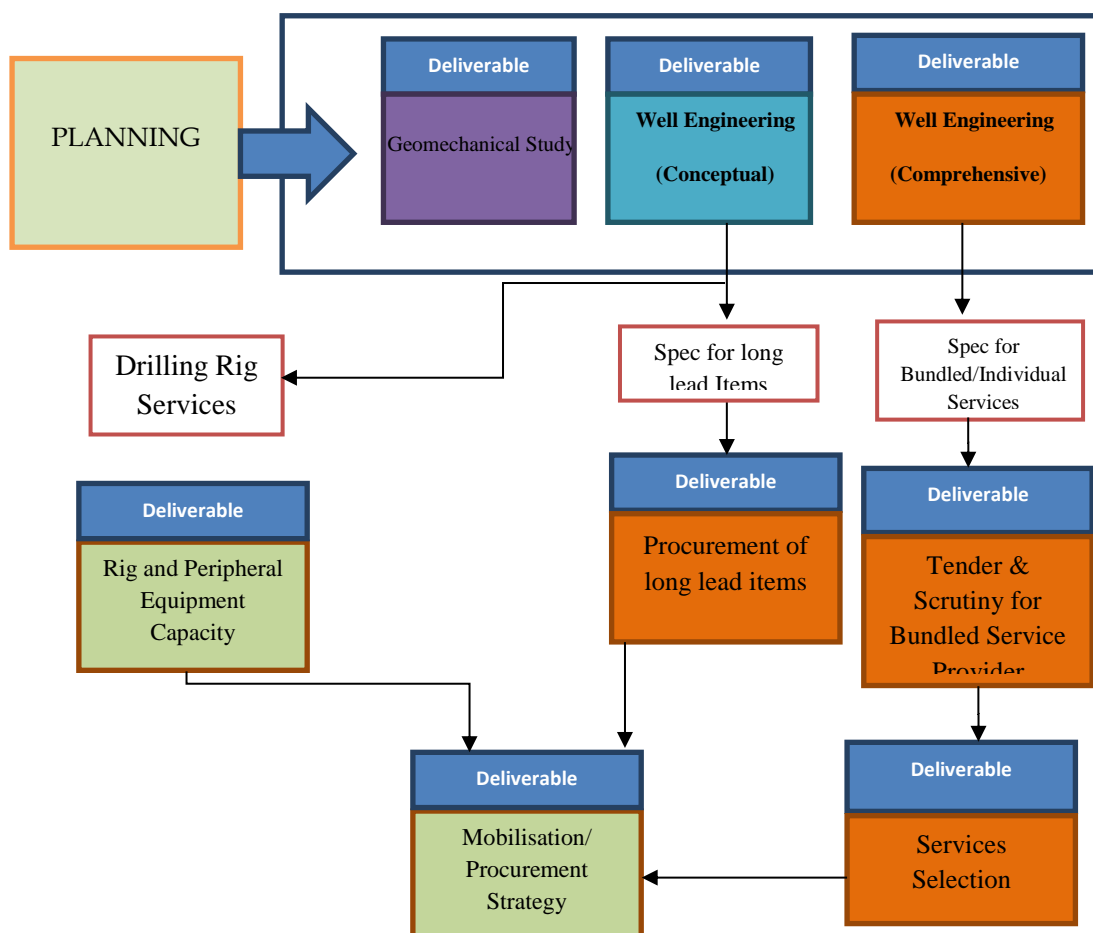
- Human Resources Plan
- Stakeholder List
- Communication Plan
- Risk Register
- Procurement Plan

**NOTE:**

- The draft of the Project Charter, Scope Statement and Project Management Plan (PMP) shall be submitted OIL for approval within 14 days after completion of mobilization.
- Final document should be submitted during concluding Meeting/ closing meeting of initiation phase.
- Wherever, the Front End Engineering Design (FEED) information required for the PMP will available in planning phase, same shall be indicated and updated during the planning phase without any additional cost.

### 6.1.2. PLANNING

Fig-6: Deliverable of Planning Phases





#### **6.1.2.1. GEOMECHANICAL STUDY**

**Geomechanical** is the theoretical and applied science of the mechanical behaviour of geological material. It is used to reduce risks and optimize rewards related to the mechanical failure of the reservoir and surrounding formations resulting from oil and gas exploration and production activities, such as the drilling of oil and gas wells, hydraulic fracturing, water or gas flooding, and depletion. The aim is to predict when such failures will occur and thus reduce the risk. It will include other aspects like drill economics.

##### **6.1.2.1.1. SERVICE REQUIREMENT**

Geomechanical study including Geomechanics analysis to be performed in four Thrust areas namely Kumchai/Kharsang (Ningru PML) in Arunachal Pradesh, Balimara (Dumduma PML) in Assam, Baghjan (High displacement well) in Assam and Baghewala (Baghewala PMLK) of Rajasthan.

- (i) Data Review and Drilling Reports review for all wells under the scope of work. Check for lateral heterogeneity using well data to decide number of well to be analyzed in detail.
- (ii) To identify data suitable for the construction of 1D MEMs based on the existing data of the wells in the fields/ thrust areas. (OIL and Vendor need to finalize the sufficient no. of wells to understand the Geomechanical behavior of the field in three trust areas in Assam & Arunachal and Assam. In Baghewala Rajasthan four numbers of wells are specified.
- (iii) To review and re-interpret the laboratory rock mechanics testing data.
- (iv) To review well image logs, Pressure Survey Data and existing Static & Dynamic Model (wherever available) along with interpreted Faults data.
- (v) Overburden Stress Computation.
- (vi) Construction of 1D MEMs for the wells under the scope - Construction of elastic and strength models for the overburden and reservoir sections using available log, core and drilling data.
- (vii) Validation of the 1D MEMs, particularly for the maximum horizontal stress magnitude, through rigorous history matching with image logs, drilling experience, field observation, and field measurement and test data from the well.
- (viii) 1D/2D Compaction and Subsidence Analysis.
- (ix) Pre-drill Wellbore stability Analysis - Single depth sensitivity analysis.
- (x) Pre-drill Wellbore stability analysis to be evaluated against Well trajectory planning based on the hazard identification and make any modifications to the well path deemed necessary
- (xi) Sanding Analysis on each Reservoir Layer.
- (xii) Finite Element Analysis on Completion Integrity.
- (xiii) Construction of 3D static model required for preparation of 3D Geomechanical model.

- (xiv) Construction of 3D Geomechanical Model & Present-Day Stress Simulation.
- (xv) Include faults based on the fault surfaces in structural model. Seismically interpreted faults should be incorporated into the embedded 3D Geomechanical model with relevant mechanical properties.
- (xvi) Include natural fracture sets if required.
- (xvii) The magnitude of the maximum horizontal stress will be calibrated through rigorous history matching with image logs, drilling experience and field observation, which plays a key role in wellbore stability, completion integrity and other reservoir deformation behavior.
- (xviii) Mud weight cubes for analysis of multiple well trajectories or selection between alternative trajectories for planned wells will be generated based on the present-day stress state and mechanical property distribution.
- (xix) A team of OIL will be associated with contractor/vendor during the course of data review, 1D Geomechanical modeling, 3D static modeling and 3D Geomechanical modeling.

**6.1.2.1.2.** The scope of work for **Geomechanics Study** has been divided to two sub phases – 1D and 3D Geomechanics. The tasks for the phases are elaborated in this section.

**Sub Phase I: 1D Geomechanics Study**

***Table-10 Workflow of Geomechanical Study (Phase I)***

<b>Tasks</b>	<b>Workflow details</b>
Task 1	Data Review, Data interpretation and QA/QC
Task 2	Overburden Stress computation – accurate modelling for water depth changes
Task 3	Construction of 1D Mechanical Earth Model
Task 4	1D/2D Compaction and Subsidence Analysis for worst case depletion.
Task 5	Pre-Drill Wellbore Stability Analysis for Planned Well
Task 6	Sanding Analysis on each reservoir layer
Task 7	Finite Element Analysis on Completion Integrity
Task 8	Final Presentation, Report and Data Transfer

## Sub Phase II: 3D Geomechanics Study

**Table-11 Workflow of Geomechanical Study (Phase II)**

Tasks	Workflow details
Task 1	Data Loading and Setup 3D Model Construction and Initial Stress
Task 2	3D Coupled Simulations for Subsidence and Compaction Analysis
Task 3	Analysis and Reporting
Task 4	3D Mud weight Cube

### 6.1.2.1.3. DELIVERABLE

#### (i) GEOMECHANICAL STUDY REPORT

A comprehensive report covering all aspects to be submitted which shall include the following:

- a) Mechanical Earth Model (MEM) for the field which includes
  - Continuous Dynamic Properties Log (0.1524 m sampling)
    - Young Modulus, Poisson's Ratio
  - Continuous Mechanical Properties Log (0.1524 m sampling)
    - Young Modulus, Poisson's Ratio, Unconfined compressive Strength, Friction Angle and etc.
- b) Continuous Wellbore Stability Log for offset wells (0.1524 m sampling)
- c) Predicted vs. observed Geomechanical related incidents/breakouts and induced fractures.
- d) A preliminary electronic montage which is a comprehensive graphical montage to be used by driller as guideline while drilling. It also gives information on anticipated risk/hazards and recommended range of action required. This Montage should be constructed for a proposed deviation survey, which will include stability boundaries and geological information specific to the well trajectory.
- e) Sensitivity Analysis results for the wellbore stability study.
- f) Analysis if the reservoir has any sanding risk.

- g) If there is sanding risk, when where the sand production will occur.
- h) Can selective and oriented perforation reduce the sanding risk?
- i) The safe drawdown pressure for sand free production (continuous plot with 0.1524 m sampling).
- j) A final presentation will be held at OIL office after the completion of the phase I with a draft report.
- k) To compute the depletion-induced reservoir compaction. The deformation of the reservoir and overburden will be examined so that locations with significant volumetric and plastic shear strains can be identified which will pose high risks for open hole and completion failure.
- l) To compute the subsidence on the surface so that potential damage to the facilities on the surface can be predicted.
- m) To assess the integrity of cap rock to identify potential risk for cap rock damage.
- n) To assess the risks for potential fault reactivation.
- o) Reservoir compaction and surface subsidence.
- p) Potential timing, location and extent of fault reactivation.
- q) Stress changes with time in the reservoir and overburden.
  - The new model and associated properties will be provided to OIL, if required
  - Simulation results will be provided to OIL
  - A report will be provided covering methods used result and analysis
- r) A report will be delivered at the end of the phase II. The report should include the below points–
  - 3D mechanical property distributions of Young's modulus, Poisson's ratio, UCS, frictional angle and tensile strength within the 3D Geomechanical model.
  - Stress and pressure equilibrated 3D model at condition prior to production, which has been validated against 1D MEMs.
  - Present-day stress and pressure equilibrated 3D model, at which 3D mud weight cubes are computed.

- Computed reservoir compaction at present-day condition.
- Computed top surface subsidence at present-day condition.
- Mud weight cubes for well inclinations and azimuths that represent the general planned directions of wells in the field.
- 3D near wellbore model for conducting wellbore stability analysis of planned wells.
- Pore pressure prediction & fracture gradient plot
- Mud weight windows and recommended mud weight program for the planned wells.
- Recommended casing point selection and corresponding drilling practices.
- Faults slip potential at present-day condition for three parametric study cases.
- Plastic strains and their distributions along faults in the field at present-day condition for three parametric study cases.
- The evolution of stresses, strains and deformation of the reservoir and the surrounding formations will be stored in a project so that OIL Team can do further analysis based on the results.

#### **6.1.2.2. WELL ENGINEERING**

The contractors is required to analysis the data available with OIL and suggest appropriate Design and Drilling practices to optimize drilling and completion operations. The contractor to suggest best operating practices to drill the well in an optimal way.

##### **6.1.2.2.1. CONCEPTUAL WELL DESIGN**

- (i) The PMC consultant has to conduct an offset well review of relevant well(s) of all the four Thrust areas for conceptual well designing. The purpose of this review is to gain an understanding of drilling conditions and challenges.
- (ii) Based on conceptual design, procurement of long lead items like casings, wellheads etc. (items not available in OIL's inventory) will be initiated by OIL.
- (iii) OIL's present inventory of casing/tubing and well head items should be considered for optimisation (inventory of such items will be made available at time of data collection).

#### **6.1.2.2.2. SERVICE REQUIREMENT FOR CONCEPTUAL WELL DESIGN**

Bidder has to provide conceptual design for each of the ten (10) wells with contingency plan .The PMC service provider has to carry out including the following but not limited to:

- (i) Review of off-set well data and seismic profile of the four thrust areas
- (ii) Pressure & Temperature prognosis
- (iii) Casing Design
- (iv) Casing seat Selection
- (v) Completion/evaluation considerations & hole geometry selection
- (vi) Tubing Design
- (vii) Well head & X-mass tree selection
- (viii) Rig capacity and broad specification of peripheral equipment
- (ix) Well/Project Schedule
- (x) Well/Project cost model & estimate

Upon completion of the Conceptual Well Design, the PMC Service provider shall submit suitable well design for review and approval of the operator. The draft well design should include the detailed list of all assumptions or data utilized in determining the conceptual design.

**NOTE:**

- (i) Contractor shall provide the final (draft) of conceptual well design for all the wells within 56 days from the close out meeting of Initiation Phase. Contractor should be available at Duliajan for presentation & discussion on the proposed Conceptual well design within this period.
- (ii) The company will review and approve the conceptual well design and program with its recommendations, if any.
- (iii) The contractor will incorporate the recommendations from OIL on the final (draft) of conceptual well design – if any on mutually agreed changes, in the design and submit the Final conceptual well design files with all documents (i.e. three sets of printed version along with soft version) within 7 (seven) days from the date of final review/recommendations by OIL.

### **6.1.2.2.3. SERVICE REQUIREMENT FOR COMPREHENSIVE WELL DESIGN**

The PMC service provider has to recommend drilling & completions plan in line with best Global practices. The comprehensive well design should include the following but not limited to:

- (i) Rig selection (including the capacity & ratings of various rig equipment) considering the data of well design for each thrust area.
- (ii) Detailed Well Design including well Program and Procedures
- (iii) Details of Bits proposed, Drill String Design and Hydraulics Optimization
- (iv) Drilling Fluid Design
- (v) Hydraulics Optimization considering Bingham Plastic Model and Herschel Bulkley Model.
- (vi) Detailed operational steps, BHA components and drilling parameters to be followed in each drilling stage
- (vii) Phase wise Planned Drilling Time Log for the well
- (viii) Resource calendar
- (ix) Procurement planning/ strategy
- (x) Logging requirement at various stages.
- (xi) Cementing Program and Design for all the proposed casings and liners
- (xii) Well Completion Material Specifications.
- (xiii) Detailed Testing & Completion Program including completion fluid design.
- (xiv) Well control programme and procedures based on the known well pressure profile
- (xv) Detailed Contingency Programme and procedures
- (xvi) Well suspension/ abandonment programme
- (xvii) One page drilling montage (should include all the relevant well information)
- (xviii) QHSE, Risk Matrix
- (xix) QHSES Compliance & Safety Programmes
- (xx) AFE Preparation

**NOTE:**

- (i) On completion of the detailed Well Design, Programs and Procedures, the contractor shall submit the same to OIL for review and approval.
- (ii) The contractor will submit the final (draft) detailed well design and well program to the company within 83 days from the date of approval of the conceptual design by OIL in writing. The consultant should be available for minimum 02 Days during the submission of final well design to OIL at Duliajan, Assam.
- (iii) The company will review and approve the detailed well design and program with its recommendations, if any.
- (iv) The contractor will incorporate the recommendations from OIL on the final (draft) well design – if any on mutually agreed changes, in the design and submit the Final well design files with all documents (i.e. three sets of printed version along with soft version) within 15 days from the date of final review/recommendations by OIL.

**6.1.2.2.4. DELIVERABLE**

The deliverables under Well Design shall cover the following:

- (i) Offset Well review
- (ii) Review of seismic mapping
- (iii) Review of Time-Depth Model
- (iv) Estimate uncertainty on geophysical pick and geological prognosis
- (v) Describe geological key risks
- (vi) Establish geomechanical model if possible, alt. PPFG model
- (vii) Review / construction of Temperature-Depth Relationship
- (viii) Well trajectory
- (ix) Casing and tubing Design
- (x) Multi-string interaction and wellhead movement analysis for given casing design.
- (xi) Tubular, tubular connections, surface equipment and down hole equipment & tools specifications and recommendations.
- (xii) Establish Drilling Time-Depth curve



(xiii) Detailed list of all assumptions or data utilized including all calculations in determining the final design.

(xiv) Detailed drilling programme including:

- a) QHSES compliance and safety programme
- b) Geological summery
- c) Well Control procedures
- d) Risk Assessment/register
- e) BOP & pressure test requirements
- f) Summary of operations
- g) Operational Reporting
- h) Equipment
- i) Preparations
- j) Detailed Operational procedures
- k) Drilling Fluid(s)
- l) Bottom hole assemblies including jar placement
- m) Drill Bits
- n) Torque drag and hydraulics simulations
- o) Logging /data acquisition programme
- p) Mudlogging sampling
- q) Wellhead and casing
- r) Cementing programme
- s) GTO / Well schematics

(xv) Completion programme including:

- a) Clean up and packer fluid operations
- b) Well head & production tree
- c) Completion
- d) Perforating strategy
- e) Testing

(xvi) Suspension / abandonment programme:

- a) Detailed operational procedures
- b) Contingency plans

**Note:**

- (i) For Baghewala (Rajasthan) thrust area Well Completion Design will not include Well Activation and Tubing design.
- (ii) Suspension / abandonment programme, QHSES compliance and safety programme shall be in line with Safety Management System of Drilling services and OIL. It shall not contravene the requirement of existing statute.

### **6.1.2.3. TENDERING AND PROCUREMENT SUPPORT**

Tendering and Procurement support of for material & services will including include but not limited to preparation of scope of work/technical specifications, bid rejection & bid evaluation criteria, special T&C, Schedule of Rates & Penalties, price bid format, cost estimate (based on atleast three budgetary quotations), technical evaluation of bids, mobilisation strategy (for material and services under bundled/individual service contracts as best suited), etc. in consultation with OIL team. The scope for service should be capable to support 4 to 5 drilling rig operations simultaneously (in Assam & Arunachal Pradesh) in order to optimize the cost as well as time.

**Note:**

1. For Baghewala Thrust Area, in Rajasthan, it is proposed to have a standalone bundled services contract which should include a suitable drilling rig package (for pad drilling).
2. The nature & quantification of the material & services to be hired under bundled/individual services contract will be finalised after the well engineering in consultation with OIL team.

### **6.1.2.5.1. SERVICE REQUIREMENT AND DELIVERABLE**

- i) To identify all services and materials required including estimated quantities for the drilling/testing/completion activities as per well engineering.
- ii) Preparation & presentation of complete tendering schedule to meet project timelines.
- iii) Identification and selection procedures of vendors for supply of all materials, services and equipment shall be in line with OIL's policy.
- iv) To prepare cost estimates, technical specifications and scope of work (SOW) for all tenders/contracts for various services/materials required for drilling & testing.
- v) To prepare scope of work (SoW)/technical specifications, bid rejection & bid evaluation (BRC/BEC) criteria, Special terms and conditions of the contract (SCC), Schedule of Rates (SoR) & Schedule of Penalties (SoP), price bid format, cost estimate (based on atleast three budgetary quotations), mobilisation strategy.
- vi) To participate in Pre-bid conference related to hiring of various services including review of specifications (if any) in order to freeze the SoW, BRC/BEC, SCC, SoR, SoP, etc. and suggest the OIL team accordingly.

- vii) To prepare suitable replies for OIL to the queries raised by bidders (against the tenders floated), during the pre-bid conference.
- viii) To carry out techno-commercial evaluation of bids received against tenders including communications for clarifications as required in consultation with OIL.
- ix) To assist OIL in preparation of draft Contract Agreement for each tender.
- x) Maintain a data base of soft copy of all tender documents, addendums / corrigendum, various correspondence, etc.

Note: OIL shall have complete discretion to take the final decision for any mode of external communications.

**Table 12: Tentative List of Services proposed for Bundled Services Contract**

<b>TENTATIVE LIST OF SERVICES PROPOSED FOR BUNDLED SERVICES</b>	
<b>Sl. No.</b>	<b>SERVICES</b>
1	Directional Drilling tools, Jars & services along with MWD-LWD
2	Mud Engineering with Waste management services
3	Cementing Services
4	Mud Logging
5	Drill Bits Selection and Supply (on consignment basis)
6	Liner Hanger Services with supply of consumables(on callout basis)
7	Torque Turn Services for casing & tubing
8	Whipstock & Window Cutting Services (on callout basis)
9	Under Reaming Services (on call out basis)
10	Coring and core analysis (on callout basis)
11	Wireline Logging
12	Fishing & Milling Services (on callout basis)
13	Rig Package (for Pad Drilling) – For Baghewala, Rajasthan only

### **6.1.3. EXECUTION PHASE OF PMC SERVICES**

The execution phase under this PMC services will commence when all the required material and services (as planned) along with drilling rig package are mobilized to start the drilling operations in the proposed thrust area(s). OIL will issue notice for mobilization of personnel (i.e. Project Coordinator and Drilling Supervisor) under PMC services for onsite supervision & monitoring of drilling and completions activities at designated place/location

under this project. This phase shall start concurrently and parallel to the project monitoring & control phase.

#### **6.1.3.1. SERVICE REQUIRMENT AND DELIVERABLES UNDER EXECUTION PHASE**

- (i) Mobilization of manpower for supervision during execution phase i.e. Project Coordinator (one each stationed at Duliajan, Assam base and at Jodhpur, Rajasthan base respectively) for drilling operations in four thrust areas on 24 x 7 basis.
- (ii) Mobilization of Drilling Supervisors (on call out basis, stationed at respective well site for supervision and execution drilling and completions activities at each drilling rig under operation on 24 x 7 basis.

Note: Number of Drilling Supervisors will depend on number of drilling wells under operation simultaneously.

- (iii) To coordinate the synchronisation of mobilisations of various services as per Project Management Plan, relevant to the drilling activities in the four thrust areas as per advice of OIL (including kick off meeting at the time of first deployments).
- (iv) To implement Safety Management Plan of OIL and to ensure that all the activities under the Project Management Consultancy are directed, planned and conducted safely as per HSE| Safety| Environment Management Systems.
- (v) The two key project management documents during this phase are
  - a) **Project Status Updates:** The project coordinator will prepare regular status updates according to the requirements of the project management plan.
  - b) **Stakeholder communications:** Each stakeholder to be communicated with on their own terms with information specific to them as outlined within the project management plan

#### **6.1.4. MONITORING AND CONTROL**

This phase shall start concurrently and parallel to the project execution phase.

#### **6.1.4.1. WELL-SITE SUPERVISION & MONITORING SERVICES DURING EXECUTION OF DRILLING OPERATION**

The Service Provider/Contractor shall be responsible for the supervision and monitoring during execution of drilling and completion operations according to the drilling programs and in consultation with OIL's representatives.

The CONTRACTOR is directly responsible for the supervision, coordination, execution and evaluation of the drilling operations according to the drilling programs. The CONTRACTOR shall supervise the rig operations at the well site as per operational requirement. CONTRACTOR shall ensure that the job be executed according to the program, in an effective and safe manner without any harm to equipment, personnel or the environment. The CONTRACTOR shall supervise the operations at the well-site by having competent Onsite Drilling Supervisors. The Onsite Drilling Supervisor will give written instructions and the sequence of operations to the "Rig CONTRACTOR's Rig Manager / Tool Pusher" and to all relevant service providers present & engaged with the particular rig. The Onsite Drilling Supervisor is responsible to authorize all operational plans at the well site as directed by Project Coordination.

- (i) The Contractor should provide continuous supervision at the well site on 24 x 7 basis throughout the contract period for drilling, completion, testing and all other essential/inevitable activities of the wells.
- (ii) The Contractor should ensure that the job be executed as per approved drilling & testing program in an effective and safe manner as per safe operating procedure so that any harm to equipment, personnel or environment can be avoided.
- (iii) The Contractor should supervise the operations at the well-site by deploying team of competent Personnel having qualification & experience as specified at Para-6.3 (Table-14), Section-II of this tender in order to meet the requirements of the services.
- (iv) The contractor shall supervise all activities of drilling & testing for the wells in four thrust areas, in such case, where well engineering/material planning carried out by third party(s) or/and by OIL. During such supervision, the contractor may suggest/advise, if situation arise, for successful completion of the well.
- (v) The Contractor's Project Coordinator shall suggest and provide direct solution in consultation with their concerned team if required for mitigating any operational and down hole problems encountered during drilling operations and shall be implemented

with due approval from OIL Management. No additional charges shall be payable against such job/service.

- (vi) To help the Project Coordinator as well OIL in coordination/synchronising the mobilisations/demobilisation/ interim mobilisation/interim demobilisation of various services as per Project Management Plan relevant to the drilling activities in four thrust areas as per advice of OIL.

(vii) **HSE**

- a) To implement Safety Management Plan of OIL to ensure that all the activities under the Project Management Consultancy are directed, planned, and conducted safely as per HSE| Safety| Environment Management Systems.
- b) To ensure Health, Safety and Environment policies, standards and procedures of OIL and all statutory organizations are implemented at the rig-site.
- c) To conduct safety meetings on the rig for the entire well-site team applicable under Safety Management System of OIL or as advised by OIL [such as Pit Level Meeting, Tool box Talk, Job safety Analysis, Pre job safety meeting etc.].
- d) Responsible for managing the Emergency Response Plan and Drills.
- e) Submission of legal compliance in a prescribed format provided by OIL whenever necessary.

#### **6.1.4.2. REVIEW AND SUGGESTION ON WELL DRILLING PROGRAM**

- (i) Upon completion of a well in a particular thrust area, the Project coordinator will review the drilling program for the next well in that particular thrust area based on the problems encountered during drilling for enhancement and corrections required for smooth drilling operations at next location.
- (ii) The Service Provider/Contractor shall carry out review of the proposed drilling program of locations and give suggestion with justification if some positive review is required in the well design & engineering part. The Contractor shall carry out minor review on the casing program, mud program, cementing program, wire line program, Bit selection & BHA program, BOP stacks of all stages, completion wellhead, consumable items and suggest, if anything needs to be included or excluded.

#### **6.1.4.3. COMMUNICATION (AS PER COMMUNICATION PLAN)**

- (i) To be the focal point for all the project participants on site and responsible for coordination with OIL's representatives.
- (ii) Report on daily and as and when required basis.
- (iii) Prepare and communicate the daily drilling report (DDR).
- (iv) To document within 24 hours for any incidents or failures.
- (v) Liaison with Government authorities'/officials/auditor whenever required or advised by OIL.

#### **6.1.4.4. PLANNING AND COORDINATION | PERFORMANCE AND COST MONITORING**

- (vi) Evaluate results versus goals and performance of service providers.
- (vii) Record daily well cost.
- (viii) Look ahead plan 7/15/30 days well wise, thrust area wise and consolidate for entire project.
- (ix) Update of project management plan, issue register, project risk register, resource calendar and procurement plan.
- (x) Control and maintain an inventory record of all equipment, items, etc. and materials including consumables for both incoming & outgoing to the site at all times.
- (xi) Monitor the non-productive time and technical performance of therein.
- (xii) Suggest any needs for corrective actions in operations to assure a process of continuous improvement.
- (xiii) Compile all reports including but not limited to IADC reports, pressure test charts, daily drilling/ testing reports, casing tallies, tubing tallies, end of well reports etc., to be handed over to OIL.
- (xiv) Monthly HSE report in a format suggested/provided by OIL.
- (xv) The team will monitor the daily well progress and advise necessary changes/deviations to be made from the well design and well program during the course of execution.
- (xvi) To review and advise changes, if any, to be incorporated in the well design and well program for the next successive wells to be drilled after completion of the any well under the contract.

#### **6.1.4.5. REPORT**

##### **6.1.4.7.1. SERVICE REQUIREMENT**

Following reports to be submitted as per communication plan prepared under Project Management Plan.

##### **6.1.4.7.2. DELIVERABLE**

- (i) Prepare End of Well Reports or **Individual Well completion report** to include
  - a) General Well Data
  - b) Brief Summary of Operations
  - c) Comparison of planned v/s actual time
  - d) Casing and tubing tallies
  - e) LOT and PITs (if any conducted) and pressure testing of all casing and tubing
  - f) Bit Records and drilling BHAs
  - g) Mud Recap Reports
  - h) Cementing Reports
  - i) Well Complications and equipment failures Reports.
  - j) HSE Report
  - k) Lessons learnt if any
  - l) Rig efficiency analysis
  - m) Lost time analysis

#### **6.1.5. CLOSING (CLOSEOUT)**

The Close out Phase shall comprise the detailed documentation of operations conducted and the final status of the drilled wells.

##### **6.1.5.1. SERVICE REQUIREMENT**

On completion of operations a full set of well reports, together with a lessons learnt database, will be generated for future reference. A post well operations review to include the following:



#### **6.1.5.1.1. INFORMATION**

- (i) To prepare acceptance note of deliverables as per contract for different services providers.
- (ii) To complete final performance reporting. The final performance of the project is calculated and recorded. These include cost performance, schedule performance, quality performance etc. For instance, whether the project has been completed under budget or if it could not be completed, how much did the project exceeded the planned budget?
- (iii) To Index and archive records. Collected documents are finalized. Final versions of the project management plans and all necessary documents about the project are archived in the company records.
- (iv) Update lessons learned. Lessons learned is collected and gathered from all stakeholders. Lessons learned documentation is stored in the organizational process assets of the company.
- (v) To Release all resource with inventory list. After the project is completed successfully, all assignments of the project resources are closed, lessons learned inputs from the project resources are collected and then these resources are released respectively

#### **6.1.5.1.2. LANGUAGE**

All reports should be made available in English

#### **6.1.5.1.3. OTHER INFORMATION**

- (i) These Reports will be submitted to Company (OIL) in hardcopy as well as digital format for each drilled well.
- (ii) Company (OIL) shall be the sole proprietor of all the data generated at the wells and it should be handed over to OIL in proper format (Hard copy & Digital Format) and completeness.

#### **6.1.5.2. DELIVERABLE**

- i) **Well Completion report & Lessons learned** after each well (including fishing report, if any and cost reconciliation report with comparison & analysis of planned vs actual, measure for controlling of cost overruns for each well).

ii) **Comprehensive Project Report**

Comprehensive Project Report shall be read as a “**Project Closure Report**” or “**End Project Report**” which is the final document that assesses the success of the project and also catalogs the project deliverables. The report should contain atleast following documents:

- Executive summery
- Project economics/business Case and its Review
- Updated Project Management Plan
- Updated Issue Register
- Lessons Report
- The project manager’s overview of its successes and failures
- Review of the objectives – targets and strategies
- Review of the team performance

iii) **Drilling Project Handbook**

The basic idea of such a handbook is to have a virtually complete compendium that contains literally everything that corresponds to the project for future reference and guidance for new project. The handbook will contain atleast following documents:

- a) Initiation phase: Project Vision, Main Stakeholders, Project Goal, Project Charter, Requirements and Specifications, procedure for Meetings, Milestones etc.
- b) Planning phase: Project Scope, Project Schedule, Project Budget, Risk Management Plan, Contract Management Plan, Controlling Tools, Project Communication Plan, Acceptance Procedures etc.
- c) Execution and Control: Kick-off Meeting, Project Status Meetings, Risk Management and Problem Solving, Review Meetings, Records, Changes and Claims, Preliminary Acceptance criteria etc.
- d) Closure: Procedure for Project Records management, Change procedure, final Acceptance, project Closure etc.

iv) **Project Risk Register**

The Project Risk Register should contain atleast the following details.

- The source of risk data (i.e. Historical, expert judgment, status of project etc.)
- Risk category (e.g. technical, external, project management etc.) and their sub category (e.g. category: technical, sub category: technical, requirement, quality etc.)
- The risk breakdown structure identification number
- A brief description or name of the risk to make the risk easy to discuss
- The impact (or consequence) if event actually occurs rated on an integer scale. Preferably the scale should be quantitative.
- The probability or likelihood of its occurrence rated on an integer scale
- The Risk Score/ risk exposures/ Risk Rating (i.e. the multiplication of Probability and Impact and is often used to rank the risks)
- Mitigation/response plan.
- Risk Triggers to identify the risk symptoms or warning signs
- Risk Ownership
- Residual risk

- v) After completion of each report, the Project Management Consultant shall submit a draft of the same to COMPANY (OIL) for review and comments. The contractor shall submit the final report of the same incorporating Company's comments.

**Table 13: Reports**

Sl. No.	Reports	When to submit	Quantity	
			Hardcopy	Printable Softcopy (In portable HDD)
1	Well Completion report & Lessons learned for	After completion of	Three (03)	Three (03)

	each well	each well		
2	Comprehensive Project Report	During closure phase	Three (03)	Three (03)
3	Drilling Project Handbook	During closure phase	Three (03)	Three (03)
4	Project Risk Register	After the comprehensive well design and updated copy during closer phase	Three (03)	Three (03)

**Note:**

- (1) Project Issue register and Risk Register shall be drafted during the preparation of Project Management Plan and updated during the entire project period whenever it feels it is necessary and the updated copy to be submitted during closer phase.
- (2) Project report, project hand book and project risk register to be approved by OIL prior to finalisation
- (3) All the documents should be in line with the existing policy and practices of OIL but excluding the suggestion for improvement.

## 6.2. **EQUIPMENT & INFRASTRUCTURE**

Company (OIL) shall provide office space, lodging & food facilities at the rig site free of charge for Contractor's personnel (i.e. Drilling Supervisor) deployed at well site for monitoring and supervising of drilling & completion activities as per terms and conditions of the contract. The office at well site shall be furnished with basic office infrastructure but excluding regular consumables like office stationeries, paper, ink cartridges, and Laptops/Desktops computers, Printers etc. which are to be arranged by the PMC service provider at their own cost.

Similarly, Company (OIL) shall provide office space for Contractor's personnel (i.e. Project Coordinator) at Duliajan &/or Jodhpur base office furnished with basic office infrastructure. However, the Service provider/Contractor shall arrange for office set-up with Laptop/Desktop computers, Printers, Papers, Ink Cartridges, etc., transportation, accommodation & food for their personnel deployed at Duliajan &/or Jodhpur base office at their own cost.

## 6.3. **PERSONNEL**

The Project Management Consulting Firm shall be responsible for and required to provide the services mentioned here under through deployment

of a team of qualified Engineers/Coordinators/Supervisors for the services mentioned in Para 6 above. The educational qualification & experience criteria are mentioned in Table-14below:

**TABLE-14: HR deployment by project management consulting firm service provider**

Sl. No.	Name of position	Educational Qualification	Experience & Certification	Stationed	working Hours	OFF *	Allocation per rig
1	Project Coordinator Duliajan: 01 Jodhpur: 01	Graduate Engineer /Diploma in Engineering / Science Graduate	Should have an overall experience of at least 15 years in Exploration and Development Drilling Operation. Out of these 15 years he should have worked as project coordinator for atleast 03 years in drilling project management  Should be conversant with drilling software and should be able redesign the drilling well for effective monitoring.  Should be conversant with various calculation related to drilling operation.	At Base Office of OIL in Assam &/or Rajasthan	(24 hrs x7 days on call basis)	one	N/A

			Must possess valid well control certificate (IWCF-Supervisor Level / Level-4 / IADC WellSharp-L4) and should be conversant with well control methods to take independent decisions in case of well emergencies.				
2	Drilling Supervisor	Graduate Engineer / Diploma in Engineering / Science Graduate	<p>Should have experience of at least 10 years in Exploration and Development Drilling Operation. Out of these 10 years he should have worked as Drilling Superintendent for atleast 5.</p> <p>Must possess valid well control certificate (IWCF-Supervisor Level / Level-4 / IADC WellSharp-L4) and should be conversant with well</p>	At respective well site	(24 hrs x 7 days on call basis)	one	One (1) person per rig under operation

			<p>control methods to take independent decisions in case of well emergencies.</p> <p>Knowledge in Project software for effective monitoring will be preferred</p> <p>Should be convergent with mud chemicals &amp; maintenance of mud property, well killing procedure, various calculations related to kill sheet preparation, LOT/PIT, hydraulics, deviation drilling, cementing, fishing, etc.</p>				
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**Note:** “OFF & ON” pattern of personnel deployed at well site shall be guided as per DGMS Circular SO1658 (E) date 30<sup>th</sup> June, 2014 with fulfilling all its conditions.

#### **6.3.1. RESPONSIBILITIES OF PROJECT CO-ORDINATOR**

Project Co-ordinator shall reach Duliajan&/or Jodhpur (as the case may be) within seven days’ notice from OIL. The Project Coordinator shall be responsible for successful project management in timely manner as per project management/drilling/testing program. The responsibilities of the Project Coordinator shall include but not limited to the following:

- (i) Responsible for implementation and monitoring of the Project Management Plan.

- (ii) Responsible for implementation and monitoring of Well Engineering instructions
- (iii) Responsible for monitoring overall Drilling, Completion & Testing activities of the wells.
- (iv) Responsible for planning the day to day activities by liaising with OIL (including Company Representative and Installation Manager) and all service providers for smooth operation.
- (v) Responsible for preparation of “look ahead plan” for 7/15/30 days, as applicable, comprising/compiling the “look ahead plan” of different rigs operating under the PMC contract
- (vi) Responsible for execution of all drilling activities as per drilling programme.
- (vii) Responsible for implementation of Safety Management System of OIL (including HSE policies) and statutory regulations.
- (viii) Responsible for solving drilling, completion and testing operational problems.
- (ix) He should visit site during critical operations, as and when required, as per the directive of OIL.
- (x) Responsible for timely mobilization, demobilization of services as per operational requirements.
- (xi) Responsible for Inter Location Movement of drilling rig along with other services (associated with the rig) in Baghewala Thrust area.
- (xii) Responsible for managing the on-off schedule of PMC personnel. It must comply with The Mines Act, 1952/The OMR, 2017 with latest amendment (DGMS Circular, S.O. 1658 (E)).
- (xiii) Responsible to generate daily reports and to submit to OIL regularly on 24 x 7 basis) with forward plan.
- (xiv) Shall hold discussion with OIL's in-charge every day in the morning on well related matters.
- (xv) Responsible to verify documents of all service providers pertaining to custom clearance for import – export of equipment, tools, machineries etc. imported for successful execution of drilling & testing operations and re-exported



after completion of both the wells.

- (xvi) Responsible for monitoring & maintaining time vs cost, if advised by OIL.
- (xvii) Responsible for submission of legal compliance in a prescribed format provided by OIL whenever necessary.
- (xviii) Responsible for preparation and submission of all well closeout documentation to OIL.
- (xix) Responsible for replicating the model well engineering for the upcoming wells under respective thrust areas with desired modification if necessary, without any financial implications on OIL.

Note: OIL shall have the right to take the final decision in case of any difference(s) in opinion.

#### **6.3.2. RESPONSIBILITIES OF DRILLING SUPERVISOR**

Drilling Supervisor shall reach Duliajan&/or Jodhpur (as the case may be) within seven days' notice from OIL. He shall be responsible for successful day to day field operations in particular well in timely manner as per drilling/testing program as communicated by the Project Coordinator. The responsibilities of the Drilling Supervisor shall include but not limited to the following:

- (i) The Drilling Supervisor will give written instructions and the sequence of operations to the Rig Manager/Rig Superintendent/Tool Pusher and to all relevant service providers present on the rig in consultation with company's representative, and will supervise if the instruction are being followed as per the advice. The well site Drilling Supervisor is responsible to authorize all operational plans at the wellsite.
- (ii) Drilling Supervisor will be responsible to conduct daily operational morning meeting at well site with participation of responsible key personnel of all the service providers along with Company Representative or any Representative designated by OIL for the purpose.
- (iii) Provide continuous round the clock supervision for all the operations at the well site to ensure quality, HSE and timely completion of all well operations.
- (iv) Supervise and ensure that all well operations are carried as per the drilling programme and inform OIL representative if any deviation is observed.

- (v) Responsible for supervising & implementation of all safety standards at wellsite.
- (vi) Responsible for preparation of “look ahead plan” for 7/15/30 days, as applicable.
- (vii) Responsible to ensure availability of all well Equipment (e.g. Casing handling equipment, drilling jars, etc.), Well Materials (e.g. casings, liner hangers, wellheads, packers etc.), and Well Consumables (e.g. bits, mud additives, cement additives etc.), but not limited to the above, so that the well operations does not suffer.
- (viii) Responsible for recording the movement of materials and consumables including consumptions if any on daily, weekly and monthly basis.
- (ix) Responsible for implementation of Emergency Response Plan as per bridging documents.
- (x) Ensure all shallow tests on Directional Tools; MWDs & LWDs are carried prior to running in hole and after pull-out-of-hole.
- (xi) Ensure that correct BHAs, Drill String, Casing String, Fishing String, Tubing/completion string are run in as per well programme.
- (xii) Ensure that correct wellhead hook & BOP hook up, slip seal setting cum testing.
- (xiii) Implement well survey programs as per plan.
- (xiv) Responsible to implement as required all pressure tests (e.g. BOP, Casings / tubing, High Pressure lines, Wellheads, X-mass Trees) as per the drilling program as per statutory requirement.
- (xv) Responsible to supervise and advice OIL on implementation of all required drills (BOP, Fire etc. or any other drill as per directives of OIL) at the well-site.
- (xvi) Responsible to verify drilling fluids are prepared as per the mud program and required solids control equipment are operated at each phase of the well.
- (xvii) Responsible to ensure required minimum stock of mud chemicals and cement is always maintained at the rig-site.
- (xviii) Responsible to ensure flow checks, Formation Integrity

Test/ Pressure Integrity Test, LOTs, Casing Integrity Test etc. are conducted as per the drilling program.

- (xix) Supervise all casing, liner and tubing running operations and ensure they are executed as per the drilling program.
- (xx) Perform independently all cementing calculations and cross-check with cementing service provider to avoid discrepancies and supervises all cementing operations.
- (xxi) Preparation of detailed Daily Operations Report in a format approved by OIL.
- (xxii) Supervise all well logging and slick line operations.
- (xxiii) Supervise all well completion running and flow testing operation.
- (xxiv) Drilling Supervisor shall record and certify the mobilisation, demobilisation of various services, certify the time sheet, material & consumable consumption and movement related to all service providers engaged at well site and accordingly prepare daily well cost as per schedule of rate of respective Contracts.
- (xxv) To plan and supervise well killing and shutting operation including preparation of kill sheet etc.
- (xxvi) To supervise the well abandonment (in case well in abandoned) as per OIL's abandonment policy.
- (xxvii) To monitoring the time break up for scheduled, preventive and break down maintenance jobs at drill site on daily, weekly and monthly basis.

### **6.3.3. COMMON RESPONSIBILITIES OF THE PMC PERSONNEL RELATED TO MATERIALS/CONSUMABLES**

- (i) Responsible to ensure arrival of all necessary tools, equipment, consumables, materials and all service providers well before the requirement of the materials/services so as to avoid waiting for materials/services.
- (ii) To keep records of inventory at well site and make necessary arrangement to ascertain availability of all essential items in time at site.
- (iii) To keep record of material movement & consumption. To supervise & monitor actual consumption of

chemicals/additives/any other consumables by all service providers.

- (iv) To give daily report to Company's office on inventory status.
- (v) To maintain list of all left over materials & consumables at the end of completion of wells.
- (vi) To check & verify the documents of any materials imported by service providers against wells.
- (vii) To ensure servicing of all equipment(Well Head, X-mass tree, Packers, Handling tools etc.) & consumables(Casing, Casing shoes & Float collar etc.) to be carried out by the service providers and to ascertain functioning of the equipment in consultation with the service providers.

#### **6.3.4. COMMON RESPONSIBILITIES OF THE PMC PERSONNEL RELATED TO HSE**

- (i) Inspect, as often as may be necessary, the installations of the mine with a view of hazard identification which may cause bodily injury or impair health of any person or environment and advise on measures necessary to prevent dangerous situations.
- (ii) Enquire into the circumstances and causes of all accidents/incidents whether involving persons or not and advise on measures necessary to prevent recurrence of such accidents/incidents. Collect information, analyse and compile the causes of accidents/incidents and dangerous occurrences with a view to promote safe practices and improvement of working environment.
- (iii) Documentation, record keeping of all safety practices conducted as per international standard and applicable laws, act & regulations of India as per standard practice and these records should be made available for inspection at any point of time. To monitor the compliance of these shall be the sole responsibility of the PMC personnel.
- (iv) Duties and responsibilities include safety during drilling site preparation, rig up, rig down & rig move, raising & lowering mast, rig floor operations like making & lowering of BHA, cementing jobs, tripping in / out of tubular, safety measures during lowering of casing, during hot & cold work, wireline logging operation etc.
- (v) To follow all guidelines of DGH-India & MoFE & CC and ensure the submission of various return at specified intervals.

- (vi) To monitor the issuance of safety equipment (PPE) to all personnel arriving at rig and ascertain that all personnel use and maintain this equipment (PPE) properly.
- (vii) To monitor/ensure use of permit to work system, pre job safety meeting, report making & record keeping, routine work site inspection and audits.
- (viii) Responsible for submission of legal compliance in a prescribed format provided by OIL whenever necessary.
- (ix) To ensure preparation of job specific SOP in local language, ERP (Emergency Response Plan), update of risk register, preparation of job safety analysis as and when advised by OIL.
- (x) To monitor necessary precaution is taken for pollution control, environmental management and to participate in ISO, ISRS related etc.
- (xi) Responsible for physical verification of documents of all other service providers pertaining to custom clearance for import – export of equipment, tools, machineries etc. imported for successful execution of drilling & testing operations and re-exported after completion of both the wells.

## 7.0 TIME SCHEDULE OF THE PROJECT

***Table-9 Timeline for the project***

SL. NO.	PHASE	DESCRIPTION / SCOPE OF JOB	DAYS
1a	INITIATION	Mobilization of personnel	28
1b		Preparation of Project Charter, Scope Statement and Project Management Plan	21
		Data Collection for Geo-mechanical Study	
		Data Collection for Well Designing	
		Any other data relevant to the project (as available with OIL)	
1c	PLANNING	Geo-mechanical Study Report	63
		Conceptual Well Design Report	

1d		Detailed   Comprehensive Well Design	98
2		Preparation of scope for individual &/or bundled services including scrutiny and specifications for long lead items	70
3	EXECUTION	Onsite Supervision during Drilling and Completions Phase	1095
	MONITORING & CONTROL		
4	CLOSEOUT	Closeout Report – Completion of entire project	21
<b>TOTAL DAYS</b>			<b>1396</b>

**NOTE:**

- (i) The indicated total days excludes the days needed by OIL for various approvals i.e. approval of Conceptual design, approval of detailed design, approval for procurement of various services & material, etc.
- (ii) It is expected that there may be some lean period in between Planning and Execution Phase due to certain unspecified reasons beyond the control of OIL.

**6.1.1.3. TIMELINE DETAILS (FROM ISSUE OF LoA)**

- (i) Mobilisation of personnel for data collection: 28 days.
- (ii) Kick Off meeting and data collection : To be completed within 21 days

- Preparation and Submission of Draft of the Project Charter, Scope Statement and Project Management Plan within 14 days after completion of mobilization. Any changes proposed by OIL team in draft will be communicated for incorporation and the final acceptance.

**[Note:** The Project Management Plan shall be reviewed (if required) after the acceptance of comprehensive well design, but before the mobilisation of other required service(s) including Rig service(s) and as requested by OIL in order to maintain the efficiency of the plan].

- (iii) Conceptual Well Design and Geo-mechanical study: To be completed within 63 days
  - PMC service provider shall provide the final (draft) of conceptual well design for all the wells within 56 days from the close out meeting of Initiation Phase. Contractor

should be available at Duliajan for presentation & discussion on the proposed Conceptual well design with OIL team within this timeframe.

- The company will review and approve the conceptual well design and program with its recommendations, if any.
- The PMC service provider will incorporate the recommendations from OIL on the final (draft) of conceptual well design – if any on mutually agreed changes, in the final (draft) and submit the Final conceptual well design files with all documents (i.e. three sets of printed version along with soft version) within 7 (seven) days from the date of final review/recommendations by OIL.

(iv) Comprehensive well design: To be completed within 98 days

- The PMC service provider will submit the final (draft) detailed well design and well program to the company within 83 days from the date of approval of the conceptual well design by OIL in writing. The consultant should be available for minimum 02 Days during the submission of final well design to OIL at Duliajan, Assam.
- The company will review and approve the detailed well design and program with its recommendations, if any.
- The PMC service provider will incorporate the recommendations from OIL on the final (draft) well design – if any on mutually agreed changes, in the design and submit the Final well design files with all documents (i.e. three sets of printed version along with soft version) within 15 days from the date of final review/recommendations by OIL.

(v) Preparation of scope for bundled services including scrutiny and specifications for long lead items: To be completed within 70 days

- Identification and quantification of required bundled service (s) and to prepare cost estimate: 07 days
- To prepare technical specifications and scope of work (SOW), bid rejection & bid evaluation (BRC/BEC) criteria, Special terms and conditions of the contract (SCC), Schedule of Rates (SoR) & Schedule of Penalties (SoP), price bid format, cost estimate (based on at least three budgetary quotations) for all tenders/contracts for various services/materials required for drilling & testing: 28 days

- To participate in Pre-bid conference related to hiring of various services including review of specifications if any in order to freeze the SoW, BRC/BEC, SCC, SoR, SoP, etc. and suggest OIL accordingly: 07 days
- To carry out techno-commercial evaluation including communications for clarifications as required in consultation with OIL. Also to assist OIL in preparation of draft Contract Agreement for each tender: 28 day

(vi) Closeout : To be completed within 21 days

- Submission of Draft report within 14 days
- Submission of final reports after incorporating the OIL's comments, if any, within 7 days

**Note:** The above activities shall be performed in consultation with OIL. It may also be noted that these are not continuous in nature as there may be time gap between activities due to OILs internal procedures.

## **8.0 MILESTONE SCHEDULE**

### **8.1 Tentative Milestones for the PMC service providers are**

- (i) Completion of Data Collection
- (ii) Completion and Acceptance of Project Management Plan
- (iii) Completion and Acceptance of Geo-mechanical Studies Report and Conceptual Well Design
- (iv) Completion and Acceptance of Comprehensive Well Design
- (v) Completion of process for procurement of material & services
- (vi) Supervision & monitoring the drilling & Completions of wells in thrust areas.
- (vii) Project closure report.

**8.2** Bidders to note that the deployment of the Project Coordinator and Drilling Supervisor will be required during the execution phase of the project. The drilling activities in the said thrust areas are likely to start from 3rd quarter of the year 2021.

**8.3** As per the present statutory policy, a personnel can stay at well site for a maximum of 21 Days at a stretch (as per The Mines Act, 1952/The OMR, 2017) after which he is required to be replaced.

### **END OF SECTION-II**



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

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

**1.0 DEFINITIONS:**

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

- 1.1 **"Work"** means each and every activity required for successful performance of the services described in Scope of Work/Terms of Reference/ Technical Specification as per international standards.
- 1.2 **"Approval"** as it relates to Company, means written approval.
- 1.3 **"Operating Area"** means those areas in onshore India in which company or its affiliated company may from time to time be entitled to conduct drilling operations.
- 1.4 **"Operation Base"** means the place or places, onshore, designated as such by company from time to time.
- 1.5 **"Site"** means the land and other places, on/under/in or through which the works are to be executed by the Contractor and any other land and places provided by the company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.6 **"Company's items"** means the equipment, materials and services, which are to be provided by company at the expense of company and listed in the Contract.
- 1.7 **"Contractor's items"** means the equipment; materials and services, which are to be provided by Contractor or company at the expense of the Contractor, which are listed in section under terms of reference and technical specifications.
- 1.8 **"Contractor's personnel"** means the personnel to be engaged by the Contractor from time to time to provide service as per contract.
- 1.9 **"Facility"** means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement which is or will be a part of the Company.
- 1.10 **"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 deliverables & necessary reports as required by the Company.

1.11 **"Drilling Operation"** means all operations as generally understood for drilling Oil/Gas wells, more particularly all the operations required to be carried out pursuant to this contract.

1.12 The symbol “|” and “/” is same in the contract document and can be interchangeable.

## **2.0 Mobilization:**

2.1 The PMC service provider with his core team should be available for Kick off meeting (one day) with OIL & Data collection at Duliajan, Assam within 28 days from the date of issue of Letter of Award (LOA). The place for data collection is at Duliajan, Assam for all the four thrust areas.

2.2 Project Co-ordinator shall reach Duliajan &/or Jodhpur (as the case may be) within seven days' notice from OIL.

2.3 Drilling Supervisor shall reach Duliajan &/or Jodhpur (as the case may be) within seven days' notice from OIL.

2.4 No separate Mobilisation or De-mobilisation charges for personnel shall be applicable under this Contract.

2.5 Interim Demobilisation and Re-mobilisation for indicated personnel as per SoW will be applicable at the discretion of the COMPANY.

2.6 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned under clause “Insurance”.

## **3.0 Duration of Contract:**

The contract will remain in force for an initial period of 04 (four) years from the date of commencement of operation. However, the rates, terms and conditions shall continue until the completion or abandonment of the last well being drilled and followed by close out of the project. The contract will also have a provision for further extension under same terms and conditions by another one year or part thereof at the option of Company.

Note: There may be a lean period in between designing and execution phase.

## **4.0 Performance Security:**

Upon awarding of the contract, the contractor shall furnish performance security for an amount of 10% of Annualized contract value within 02 (two) weeks of receipt of LoA with a validity of 90 (ninety) days beyond contract period.

## **5.0 Submission of Invoice:**

5.1 Mobilization charges shall be invoiced by Contractor only upon completion of mobilization.

5.2 Contractor shall send invoice to company:

- (i) Upon completion of activities (as indicated in schedule of rate) under Lumsum payment schedule
- (ii) Upon completion of conceptual well design
- (iii) Upon completion of comprehensive well design
- (iv) On the day following the end of each month for all man-days charges due to the contractor.

5.3 Billings for day rate charges must reflect details of time spent (calculated to the nearest hour) and the rates charged for such time. This should be supplemented with monthly time analysis chart(s) duly certified by Company's representative.

**6.0 Agent Commission:** *[Contractor shall confirm in their offer that M/s. \_\_\_\_\_ are their authorized Indian Agents in India and are entitled to receive a remuneration of \_\_ % of total amount payable to Contractor by Operator against the Agreement] (Bidders to fill the above, if applicable)*

**7.0 Insurance:** Sum Assured against Insurances stipulated under Clause No. 14.0 of General Conditions of Contract should not be less than the annualized Estimated Contract Value.

**8.0 Place of Arbitration:** The place for arbitration against this contract shall be Guwahati, Assam.

**9.0 Penalty:**

In the event of the Contractor's failure to strictly adhere in providing the requirements as per Scope of Work, the penalty shall be levied at the following rates:

Sl. No.	Category	Penalty
1.	Any delay in submission of Project Charter, Scope Statement and Project Management Plan beyond the scheduled submission date.	5% per day of quoted lump sum price
2.	Any delay in submission Conceptual well design beyond the scheduled submission date.	5% per day of the quoted unit rate
3.	Any delay in submission Detailed/ Comprehensive well design beyond the scheduled submission date.	5% per day of the quoted unit rate

4.	Any delay in deployment / non-availability of Project Coordinator	Two times of quoted day rates for first 07 days (Per Person Per Day)
		Beyond 07 days three times of quoted day rates (Per Person Per Day)
5.	Any delay in deployment / non-availability of Drilling Supervisor	Two times of quoted day rates for first 07 days (Per Person Per Day)
		Beyond 07 days three times of quoted day rates (Per Person Per Day)

## **10.0 Contractor's Personnel:**

- 10.1 Except as otherwise hereinafter provided, Contractor shall be responsible for the selection, replacement, and determining remuneration of Contractor's personnel. Such employees shall be solely employees of the Contractor. Contractor shall ensure that its personnel should be competent and efficient. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before actual deployment. The Contractor shall not deploy its personnel unless cleared/approved by the Company.
- 10.2 Contractor shall provide all manpower for necessary supervision and monitoring during execution of all work under this contract to company's satisfaction except where otherwise stated. The Contractor will have to obtain prior no objection from Company for deployment of personnel of the Contractor.
- 10.3 The Contractor shall be responsible for arranging relief of personnel (i.e. for supervision and monitoring during execution) during vacation, statutory off days, sickness etc. entirely at their cost. However, such relievers must also have same or higher qualification & experience as indicated while bidding and the Contractor should submit details of their qualification/experience, etc. in the prescribed Bio-Data format in order to no objection from Company prior to their deployment.
- 10.4 Replacement of Contractor's Personnel: Contractor shall immediately remove and replace any of his personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behaviour or whose deployment is otherwise considered by company to be undesirable.
- 10.5 The age of project Coordinator should not exceed 60 years and the age for drilling supervisor should not exceed 55 years.

- 10.6 Personnel deployed during execution (Supervision & Monitoring) phase must be Medically fit for performing Field Duties and should submit their Medical Fitness Certificate in Form 'O' (as per The Mines Act 1952) prior to their deployment. (Personnel without Medical Fitness Certificate will not be allowed to work).

#### **11.0 Company's Requisites**

- 11.1 Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services in the prescribed Bio-Data/Curriculum Viet format. All Personnel must be fluent in written and spoken English.
- 11.2 If the Contractor plans to change any personnel from the list, then they shall notify Company in advance of the intended change justifying the reasons for such change and provide Company the particulars in the prescribed Bio-Data format of the new person for approval.
- 11.3 Company reserves the right to accept or reject any person on such list, and any subsequent changes to the list.

#### **12.0 DEPLOYMENT OF PERSONNEL DURING EXECUTION**

- 12.1 Requirement of Personnel:

- **Project Coordinator:** One (01) each for Assam/Arunachal Pradesh and Rajasthan
- **Drilling Supervisor:** One (01) each for each designated wellsite(s) at Assam/Arunachal Pradesh and Rajasthan (it is expected four (04) wells running simultaneously in Assam/Arunachal Pradesh and one (01) well in Rajasthan).

The CONTRACTOR shall deploy their personnel as per Scope of work, within 07days' notice by the COMPANY. The contractor personnel will interact and coordinate with COMPANY's representative for execution and monitoring the operations. COMPANY reserves the right to deploy contractor personnel at Assam/Arunachal Pradesh and/or Rajasthan as per the requirement at any time during the Contract.

- 12.2 Any additional manpower (other than specified) deployed by the Contractor shall be at the expense of the Contractor. However OIL's prior permission is required for such deployment.
- 12.3 Failure of the CONTRACTOR to deploy callout personnel as per notice will attract provisions on short-deployment.
- 12.4 The COMPANY will provide accommodation, food and preliminary first-aid services at wellsite free of charge to Drilling Supervisor deployed at respective wellsite during call out period only.

- 12.5 The Project Coordinator should be deployed at Duliajan and/or Jodhpur base on 24 hours a day on call out basis. However, he has to attend the Drilling Office in order to discharge his duties as specified in the SoW. The ON/OFF pattern of personnel must comply with the Mines Act 1952/ Oil Mine Regulation 2017 with latest amendment. (Note: Office space will be provided to project coordinator deployed at Duliajan and/or Jodhpur base).
- 12.6 The Drilling Supervisor should be deployed at wellsite on continuous 24 hours a day on call out basis. The ON/OFF pattern of personnel must comply with the Mines Act 1952/ Oil Mine Regulation 2017 with latest amendment.
- 12.7 Contractor shall provide personnel protective equipment (PPE) to their personnel.
- 12.8 No separate Mobilisation or De-mobilisation charges for personnel shall be applicable under this Contract.
- 12.9 Interim Demobilisation and Re-mobilisation for above indicated personnel will be applicable at the discretion of the COMPANY.

#### **13.0 GENERAL NOTE FOR PERSONNEL DEPLOYED**

- 13.1 CONTRACTOR will at all times at its sole expense and under its exclusive responsibility arrange supervisory, technical and other personnel to properly perform the work. Hereof, CONTRACTOR shall be responsible for securing work permits and security passes for CONTRACTOR's employees and personnel, if required, as per the Indian Government laws. COMPANY shall issue necessary documentary assistance in this regard, if required.
- 13.2 The Contractor shall be responsible for and shall provide for all requirements of their personnel, if any including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charges to the Company.
- 13.3 Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel shall be immediate and not exceed duration of One (1) week.

#### **14.0 Warranty/Guarantee:**

- 14.1 The Contractor warrants that the services will be carried out with due diligence and according to good engineering/ethical practices and with not less than the care and skill normally employed by/expected of reputed and experienced manpower engaged in the type of services provided under this agreement.

14.2 The Contractor shall be responsible for any discrepancies, errors or omission in the documents, drawing, information, etc. submitted by them and shall be corrected without any financial implication on OIL.

**15.0 Subcontracting:** Sub-contracting shall not be allowed for any service under this contract.

**16.0 PARTICIPATION OF CONSULTANTS IN TENDER**

Consultants/firm participating in tender to provide consulting services for the preparation or implementation of a project, and any of its affiliates, will be disqualified from subsequently providing goods or works or services related to the initial assignment for the same project.

**17.0 CONTRACTOR'S SPECIAL OBLIGATIONS**

17.1 Compliance with Company's Instructions: Contractor shall comply with all instructions of Company consistent with the provision of this Contract.

17.2 The Contractor should use their PCs/ laptops with available versions of all software packages during the period of the contract.

17.3 Contractor shall arrange at their own cost all consumables & spares including papers, cartridges, and other consumables/stationaries and spares that may be needed for the work.

17.4 The Contractor shall furnish the comprehensive list with Bio-data of personnel proposed to be deployed prior to the commencement of Work as per Annexure-**CURRICULUM VITAE/Bio-Data Format.**

17.5 The Contractor's expatriate personnel deployed during the execution as required under this contract should have all necessary clearances as required under the laws of Govt. of India.

**18.0 CONFIDENTIALITY**

18.1 Contractor agrees to be bound by professional secrecy and undertake to keep confidential all the data as well as any information/output obtained during the conduct of work, take all- reasonable steps to ensure that the contractor's personnel likewise keep such information confidential.

18.2 This obligation shall keep in force even after the expiry / termination date and until company discloses such information.

18.3 Contractor shall handover to company all company's documents, data etc. concerning the work carried out and which are still in its possession after completion of the work at their own cost.

- 18.4 Based on the services provided under this contract, no technical paper or presentation will be published/ shared in any forum/ technical seminar without prior permission from OIL.
- 18.5 The successful service provider will be required to sign a NDA (Non-Disclosure Agreement – Sample format enclosed) with OIL prior to start of the Contract.
- 19.0 RIGHTS AND PRIVILEGES OF COMPANY:** The Company shall be entitled to order suspension of work without any compensation to Contractor while and whenever
- 19.1 Contractor's personnel are deemed by company to be not satisfactory.
- 19.2 Contractor's equipment/work methodology does not conform to regulations or to the specifications laid down in the Contract.
- 19.3 Contractor's insurance in connection with the operations hereunder is found by company not ~~to~~ conforming to the requirements set forth in the contract.
- 19.4 Contractor fails to meet any of the provisions in the contract.
- 19.5 In addition to above clauses (i.e. 19.1 to 19.4) The Company shall have the right, without cause, at any time to require the Contractor to suspend the work under this Contract on giving notice to the Contractor specifying the estimated duration of the suspension period. The work shall resume at the end of suspension period or such other date as the Company may specify to the Contractor by notice in writing.

## **20.0 INTELLECTUAL PROPERTY**

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

## **21.0 IP INFRINGEMENT**

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



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

## **22.0 SAFETY, HEALTH AND ENVIRONMENT**

- 22.1 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.
- 22.2 Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet have to be DGMS approved or as prescribed by the statute. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 22.3 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 22.4 All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

- 22.5 The contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold MVT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- 22.6 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 22.7 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 contractor personnel 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.
- 22.8 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 22.9 The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- 22.10 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.
- 22.11 If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
- 22.12 The health check-up of contractor's personnel is to be done by the contractor either in empaneled Hospitals and countersigned the reports at OIL MEDICAL HOSPITAL alternatively; PME/IME can be carried out through a State or Central Government Medical officer not below the rank of an Assistant Civil Surgeon. The proof of such test(s) is to be submitted to OIL, in both the cases in the latest "O" form with all the test results. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 22.13 To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 22.14 Records of daily attendance, accident report etc. are to be maintained in format as advised by statute and HSE of Drilling Services.

- 22.15 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.
- 22.16 A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 22.17 Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 22.18 In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- 22.19 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.
- 22.20 The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 22.21 The contractor should frame a mutually agreed bridging document between OIL& the contractor with roles and responsibilities clearly defined.
- 22.22 For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.
- 22.23 Any person reporting for work either under or appearing to be under the influence of alcohol shall not be allowed to commence work.
- 22.24 Contractor shall cooperate as advised by company during various independent audit(s) or audit related to any certification like ISO, ISRS etc.

## **23.0 GOODS AND SERVICES TAX**

- 23.1 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.

- 23.2 “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 23.3 Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid .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.
- 23.4 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- 23.5 Where the OIL is entitled to avail the input tax credit of GST:

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

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

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

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

- 23.7 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
- 23.8 Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 23.9 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
- 23.10 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
- 23.11 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is/liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.
- 23.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor/Contractor, OIL shall be entitled to recover such amount from the Contractor /Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 23.13 TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 23.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the contractor shall be to contractor's account.

- 23.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 23.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- 23.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 23.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 23.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 23.20 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 23.21 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 23.22 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 23.23 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 23.24 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

- 23.25 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.
- 23.26 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 23.27 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 23.28 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 23.29 Documentation requirement for GST

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

Any Invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- 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.

#### 23.30 Anti-profiteering clause

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

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

## 24.0 **CUSTOMS DUTY**

- 24.1 In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

- 24.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance



of Recommendatory Letter to DGH. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. Contractor shall indemnify OIL from all liabilities of Customs Duty.

- 24.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 24.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. 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 mobilisation 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. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.
- 24.4.1 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.
- 24.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

#### 24.6 **DEMOBILISATION & RE-EXPORT:**

The Contractor shall arrange for and execute demobilization of the entire Machinery, Tools/Equipment/ Spare/Accessories/Manpower / chemicals etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion / termination of the contract and shall include dismantling of the complete Machinery, its accessories/equipment / chemicals, including the manpower and re-export of the complete Equipment package (if re-exportable), its accessories/ equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the Equipment package, its accessories, equipment and the unused spares and consumables and chemicals, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the complete Machinery package, its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by Customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

- 24.6.1 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 including permission from DGH and Customs authorities, then Contractor shall be fully liable for payment of the Customs Duty.
- 24.6.2 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.
- 24.6.3 In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including permission from DGH and Customs authorities for transferring to another operator and/or sale of the Rig package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties(if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

**25.0 NOTICES:**

25.1 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:

- |   |  |
|---|--|
| <p>a) <b><u>Company</u></b><br/><b><u>For contractual matters</u></b><br/>CGM (Contracts)<br/>OIL INDIA LIMITED<br/>PO DULIAJAN - 786602<br/>ASSAM, INDIA<br/>Fax No. 91-374-2803549<br/>Email: contracts@oilindia.in</p> | <p>b) <b><u>For technical matters</u></b><br/>CGM (Drilling Service)<br/>OIL INDIA LIMITED<br/>PO Duliajan - 786602,<br/>Assam, India<br/>Fax No. 91-374-2804254<br/>Email: drilling@oilindia.in</p> |
| <p>c) <b><u>Contractor</u></b><br/>_____<br/>_____<br/>Fax No. :</p>  |  |

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

**END OF SECTION-III**

**Part-3**  
**SECTION-IV**  
**SCHEDULE OF RATES (SOR)**

The bidders must quote the rates in their priced bids strictly as per the format outlined in **PROFORMA-B** considering the following. The quantity/parameter/volume of job shown against each item in the PROFORMA is tentative and valid for Bid Evaluation purpose only. Payment to the successful Bidder/Contractor shall be made on the basis of actual work done and all “DAY RATE” charges shall be payable after prorating to the nearest quarter of an hour. Commercial evaluation of Bids to establish inter-se-ranking of all technically qualified bidders will be done based on the rates/charges quoted in **PROFORMA-B** only.

1. Since rates for certain service(s) are on Lump sum basis, as such, the payment will be made after completion and acceptance of such Service(s) by OIL.
2. The Lump sum rates should include all costs related to engagement of Contractor’s personnel by the Contractor for performance of services (i.e. travel costs, risks, expenses, etc.) either at Bidder’s office and/or either at Duliajan &/or at Jodhpur as defined in the scope of work.
3. All payments for supervision and monitoring during execution phase of the Contract shall be payable on ‘Day Rate’ basis (payable after prorating to the nearest quarter of an hour) which includes all costs related to deployment of Contractor’s personnel by the Contractor for performance of services (i.e. cost including but not limited to their remuneration, travel costs, risks, en-route & all other expenses, etc.). ‘Day Rate’ payment will be calculated from the day & time Contractor’s personnel reports the Company’s designated place/site till their demobilization as notified and certified by the Company.
4. Day Rate for Personnel shall not be payable for unauthorized withdrawal or non-availability of any/all Contractors’ personnel without Company’s permission.
5. Boarding and lodging for Contractor’s personnel at designated drilling locations will be provided by Company free of charge. First-aid facility as available at site will also be extended to Contractor’s personnel free of cost. However, it will be the sole responsibility of Contractor to provide specialized medical facility, if the need so arises.
6. The Contractor shall provide statutory “OFF” to their personnel deployed at well site during execution phase as per Mines Act & other statutes/regulations and arrange for changing their personnel from time to time at their cost. All such expenditure including en-route expenses of Contractor’s personnel shall be borne by the Contractor. No extra payment whatsoever will be due from Company on this account.

7. Interim de-mobilization & re-mobilization of Contractor's personnel will be applicable on sole discretion of the company depending upon the job requirement.
8. **OTHER CONDITIONS**
- 8.1 The quoted rates must include all liabilities and taxes including statutory liabilities but excluding Goods & Service Tax (GST), which will be borne by Company (OIL).
- 8.2 TDS as applicable shall be deducted and certificate shall be issued as required under the Income-tax Act 1961.
- 8.3 The quoted rates will be fixed and firm for the entire tenure of the contract and shall be binding on both the parties.
- 8.4 Company shall compensate Contractor for providing the services in accordance with the scope of work at the unit rate as per the quote.

**END OF SECTION-IV**

**END OF PART-3**

**&&&&**

**ANNEXURE-I****EXPERIENCE STATEMENT OF BIDDER/SERVICE PROVIDER****Tender No:** \_\_\_\_\_

Bidders' experience statement for Project Management Consultancy Service in previous seven (7) years to be reckoned from the original bid closing date of the tender.

Sl. No.	Contract No.	Name & Contact details of client	Place of Operation	Capacity of Rig in HP	Well Depth with hole profile	No. of Wells drilled & completed		Commencement date of contract	Completion date of contract
						Depth of Well	Nature of Well		
1									
2									
3									
4									

N.B:

1. Please add rows as required.

**ANNEXURE-II****PROFORMA FOR CURRICULUM VITAE 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 NRI/FOREIGNER) :
7. DATE OF BIRTH :
8. DESIGNATED POST :
9. EDUCATIONAL QUALIFICATION :

Affix a  
Passport Size  
Photograph

Sl. No.	Exam Passed	Institute	Board   University   Council   Others	Grade   %

10. HSE TRAININGS (If any) :
11. SPECIFIC EXPERIENCE (If any):
12. EXPERIENCE IN REVERSE ORDER :

Sl. No.	Name of the Company (Employer)	Name of Client   Company	Name Project and Service Provided	Job Description	Key Job Responsibility	Period of Service	Well Depth

**N.B:**

1. To add raw if necessary
2. To be submitted in "A-4" or Executive Bond Paper, duly typed and signed
3. All supporting documents to be enclosed
4. Annexure shall be attached where necessary
5. 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.
6. If Oil desires, original certificate to be furnished at the time of 1<sup>st</sup> deployment
7. Attach copies of following documents:
  - Identity Proof
  - Date of Birth Proof
  - Proof of educational qualification
  - Proof of Experience
  - IWCF certificate (Level III)
  - Medical Fitness Certificate in Form 'O' (as per The Mines Act 1952).
8. In case of replacement of the personnel, the replacement personnel must have the requisite qualification and experience as per Scope of Work/Terms of Reference(Section-II) and shall submit their credentials along with their recent photographs & documents to Company for approval of Company.

**ANNEXURE-III**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto\_\_\_\_\_are correct.

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

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

Place:

Date:

Seal:

Membership Code:

Registration No. :

Signature



**Documentary Evidence for HSE Criteria****1. LTIF for last Three years**

Sl. No.	Contract No	Name & Contact details of client	Place of Operation	Contract Period		LTIF			
				Commencement	Completion	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	Average of 3 Years
1									
2									
3									
4									
<b>Average</b>									

[N.B: Please add rows as required]

Signature of Authorized Signatory Name:

Designation :

Phone No. :

Place :

Date :

*(Affix Seal of the Organization here, if applicable)*

**Note:**

1. A lost time injury (LTI) will occur when a person is injured in the execution of his/her duties and as a result of this injury is unable to perform his/her regular duties for one full shift or more on the day following day which the injury was incurred. Note: Regular duties are those duties associated with the job description of the injured.

Lost time injury frequency rate shall be calculated as illustrated below:

Required Data:

- (i) No of accident for the year of calculation
- (ii) No of injury for the above accidents
- (iii) Total Mandays loss due to accident= X
- (iv) Total Sick leave/unproductive Mandays= Y

A = Million Man-hrs worked

= No of employees \* No of days \* duty hour per day \*  $10^{-6}$

B = Million Man-hrs loss due to sick leave and accident (non-productive hrs)

= (total sick leave + total Mandays loss due to accident) \* duty hour per day \*  $10^{-6}$

= (X + Y) \* duty hour per day \*  $10^{-6}$

**Actual man-hour worked (C)**

C = [Total Million Man-hrs worked] – [Million Man-hrs Loss due to sick leave and accident (non-productive hrs)]

=A - B

**LTIF Rate** =  $\frac{\text{No of Injury}}{\text{Actual MMH worked}}$

**RESPONSIBILITY MATRIX**

The table below details the personnel, equipment, tools, materials supplies, instruments, services and labour, including but not limited to those listed at the following terms shall be provided either by Company or Contractor at work site. Cost of items denoted as being “Supplied by Contractor” and “At the Expense of Contractor” shall be fully included in the rates specified in Schedule of Rates/Proforma-B as designated hereunder by ‘Y’ mark in the appropriate column.

Item	Description	SUPPLIED BY		AT EXPENSE OF	
		Company (OIL)	Contractor	Company (OIL)	Contractor
1	Personnel as per SOW  Technical Specifications		Y		Y
2	Personnel not included in SOW Clause but necessary for Company’s normal operations		Y		Y
3	Personnel not included in SOW Clause but requested by Company in writing		Y	Y	
4	Personnel Protective Equipment(PPE)of Contractor's Personnel		Y		Y
5	Travelling & all en-route of Contractor’s personnel from their point of origin to their respective place of reporting.		Y		Y
6	Boarding &Lodging for field personnel (Project Coordinator and Drilling Supervisor) at well site camp.	Y		Y	
7	Conveyance for field personnel at wellsite.		Y		Y
8	Boarding & Lodging of Contractor’s personnel at their Base Office in Duliajan  Jodhpur Others.		Y		Y
9	Conveyance for Contractor’s personnel other than well site.		Y		Y

Item	Description	SUPPLIED BY		AT EXPENSE OF	
		Company (OIL)	Contractor	Company (OIL)	Contractor
10	Office space at drill site for Contractor's personnel with basic office infrastructure as per note (1).	Y		Y	
11	Internet facility at well site.		Y		Y
12	Office stationeries for both at well site & Contractor's Base Office – Laptop/desktop computer, printer, papers etc.		Y		Y
13	Office space for Contractor's personnel at Base Office in Duliajan   Jodhpur   Others		Y		Y
14	Well site First Aid and General Medical facility.	Y		Y	

**Note:**

1. Company shall provide the facilities | Office space | boarding | Lodging mainly through Rig Service Contractor.
2. "Others" any other place other than Duliajan and Jodhpur within India or outside India
3. OIL may provide Internet facility at well site wherever possible; however OIL shall not be liable under this contract to Internet facility at well site.

**ANNEXURE-VI****DECLARATION BY BIDDER REGARDING CONCURRENT COMMITMENT**

I/We _____ age _____ son of _____ do hereby solemnly affirm and declare as follows for and on behalf of the Firm:					
LIST OF EXISTING COMMITMENT AND ONGOING WORKS					
Sr. No.	Name of Works	Client Name & Address	Work Order Value (INR)	Work executed till date of submission of bid (INR)	Amount of balance work which may fall for execution during the period of 12 months from the date of expiry of the bid validity (INR)
1	2	3	4	5	6 (4-5)
	Balance commitments in 12 months from the date of expiry of the bid validity				(INR)
	It is certified that the above particulars furnished are true and correct. If any information given is found to be misleading at a later date OIL will have the authority to take necessary action as per provision of the Contract and as per laid down procedure of the Company (OIL).				
SIGN AND STAMP OF BIDDER (AUTHORISED SIGNATORY HAVING POWER OF ATTORNEY)					

**Note: Accuracy level of balance commitments as per total of column 6 above should be within +/- 10%**

**PROFORMA-A**

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

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

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

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

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

Seal of the Bidder:

**PRICED BID FORMAT**

**THE PRICE BID FORMAT IS ATTACHED UNDER “NOTES AND ATTACHMENTS”  
TAB OF THE E-TENDER PORTAL**

**BID FORM**

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

**Sub: IFB No. CDG4898P21**

*Gentlemen,*

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding \_\_\_\_\_ for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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

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

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

**Seal of the Bidder:**



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

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

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

\* As a sequel to the Pre-Bid Conference, Bidder must submit a **“NIL exception/deviation”** statement along with their Technical Bid.

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

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

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

**Seal of the Bidder:**

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

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

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain 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:

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

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

Witness \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

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

**Note:**

The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation indicating the Tender No. CDG4898P21 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.

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

(c) Further correspondence against BG towards Bid Security must contain the Tender Number.

**FORM OF PERFORMANCE BANK GUARANTEE**

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

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

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

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

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

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

A. Issuing Bank:

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

B. Controlling Office:

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

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

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

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

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

**Note:**

The Bank Guarantee issuing bank branch must ensure the following:

- (a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
  - i) “MT 760 / MT 760 COV for issuance of bank guarantee.
  - ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation indicating the Contract No.-----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.

- (b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- (c) Further correspondence against BG towards Performance Security must contain the Contract Number.

**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 Duliagan 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 require;

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. **CDG4898P21**.

WHEREAS, Contractor accepted the above Letter of Award vide----- and submitted Performance Bank Guarantee No. ----- Dated----- valid till----- issued by -----(Bank's name with detailed address) for an amount of -----.All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

- (a) Section-I indicating the General Conditions of this Contract;
- (b) Section-II indicating the Terms of Reference;
- (c) Section-III indicating the Special Conditions of Contract;
- (d) Section-IV indicating the Schedule of Rates.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**PROFORMA LETTER OF AUTHORITY**

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

Sir,

**Sub: OIL's IFB No. CDG4898P21**

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

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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



**AUTHORISATION FOR ATTENDING BID OPENING**

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

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

Sir,

**Sub: OIL's IFB No. CDG4898P21**

We authorise Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above IFB due on \_\_\_\_\_ at Duliajan on our behalf.

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

**&&&&&&&&**

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **services under Tender No. CDG4898P21**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

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

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

**(2)** The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and

undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

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

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

#### **Section 4 -Compensation for Damages**

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

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

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

#### **Section 5 -Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be

responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-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.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against

such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

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

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

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

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

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

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

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

-----  
**For the Principal**

Place: Duliajan

Date: --.---.2020

-----  
**For the Bidder/Contractor**

Witness1: .....

Witness 2: .....

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

**&&&&**

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

**SUB: SAFETY MEASURES FOR TENDER NO. CDG4898P21**

**DESCRIPTION OF WORK/ SERVICE:**

Sir,

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

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following:

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

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

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Date\_\_\_\_\_

Yours Faithfully

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

FOR & ON BEHALF OF CONTRACTOR

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

**Certificate of Compliance of FINANCIAL CRITERIA:**

**Ref Clause No. 2.7 of the BRC/BEC of the Tender**

I ..... the authorized signatory(s) of .....  
(Company or firm name with address) do hereby solemnly affirm and declare /  
undertake as under:

**The balance sheet/Financial Statements for the financial year \_\_\_\_\_  
(as the case may be) has actually not been audited as on the Original Bid Closing  
Date.**

Place: .....

Date: .....

Signature of the authorized signatory

Note: Please note that any declaration having date after the Bid Closing Date will not be considered and will be rejected. 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.



**Format of undertaking by Bidders towards submission of authentic  
information/documents**

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

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

Date \_\_\_\_\_

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

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

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

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_**TENDER NO. CDG4898P21**

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.

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code  Indicate rate of GST applicable.	SAC Code:  GST .....%
6.	EMD Details: EMD No., Issuing bank, amount	

	with currency and Validity	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to hundred and twenty (120) days from final Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm that currency of quoted prices: (The same will be finally converted to Indian Rupees for evaluation).	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the contract.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-	Name:

	mail) of person signing the bid.	Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following:  (i) PAN No. (ii) GST Regn. No.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered overriding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_

**CHECKLIST FOR BEC/BRC**

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

Clause No.	Description	Reference File No. and Page No. of Bidder's Quote	Provided	Not Provided
<b>I.</b>	<p>Bidders are advised not to <b>take any exception/deviations</b> to the bid document. <b>Queries</b> can be raised in the pre-bid conference or in case pre-bid conference is not held, the exceptions/deviations along with suggested changes are to be communicated to OIL within the date specified in the NIT. OIL after reviewing such queries/suggestions, acceptable changes if any, in the bid document will be done through an addendum to the bid document.</p> <p>However, during evaluation of bids, OIL may ask the bidder for clarifications/confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. <b><u>If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and shall be liable for rejection.</u></b></p> <p>Bids will be rejected in case the services offered do not confirm to the required parameters stipulated in the technical criteria. Notwithstanding the general conformity of the bid to the stipulated criteria, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.</p>			
<b>1.0</b>	<p><b>TECHNICAL:</b> Bidder must meet the following criteria failing which offer will be rejected:</p> <p><b>1.1 EXPERIENCE CRITERIA FOR BIDDERS</b></p>			

	<p><b>1.1.1 PROJECT MANAGEMENT CONSULTANCY SERVICE</b></p> <p>Service Provider/Bidder must be a consultancy firm with experience in providing Project Management Consultancy Service for Geo-mechanical studies, oil &amp; gas well engineering, procurement &amp; tendering support for material &amp; services including supervision &amp; monitoring during execution of drilling and testing phase for <b>at least three nos. of each services [as defined under note (iii)] in previous seven (7) years</b> to be reckoned from the original bid closing date of the tender.</p> <p><b><u>NOTE:</u></b></p> <p>(i) A job executed by a Bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BRC.</p> <p>(ii) Consortium of companies/technical collaborators/groups of companies/MoU tie-ups is not allowed to participate in this tender.</p> <p>(iii) Experience of providing PMC services for at least three (3) projects against each of the following services either in combination or individually for the following services:</p> <ul style="list-style-type: none"> <li>• Geo-mechanical studies</li> <li>• Oil &amp; Gas well engineering</li> <li>• Procurement &amp; tendering support for material &amp; services</li> <li>• Supervision &amp; Monitoring during execution of drilling and testing phase</li> </ul> <p>For each services performed under a single contract or individual contract will be counted as one project for the respective service(s). Documentary evidence must be submitted in support of experience as per para 3.1 below.</p>			
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1.2	<p><b>EXPERIENCE CRITERIA FOR BIDDER'S PERSONNEL</b></p> <p>1.2.1 Service Provider/Bidder must have experienced &amp; competent personnel for well-site supervision &amp; monitoring as indicated in Scope of Work/Terms of Reference.</p> <p>1.2.2 The bidder must provide an undertaking to deploy experienced personnel for the well supervision &amp; monitoring as per the Scope of Work/Terms of Reference.</p> <p>1.2.3 Bidder to submit necessary experience and qualification documents of their personnel in the form of Proforma for Curriculum Vitae (CV)/Bio Data of personnel at the time bidding for evaluation purpose <b>(Annexure-II)</b>.</p>			
1.3	<p><b>MOBILIZATION:</b></p> <p>1.3.1 Bidder must confirm to depute their core team for Kick off meeting &amp; Data collection at Duliajan, Assam within 28 days from issue of <b>Letter of Award (LOA)</b>.</p> <p>1.3.2 Bidder to confirm and accept the timeline as spelt out in the Scope of Work.</p> <p>Offers not complying to the mobilization and timeline will be rejected.</p>			
1.4	<p><b>HSE CRITERIA:</b></p> <p>The Bidder shall have past LTIF rate which should not exceed 0.5% for last three years to be reckoned from the original bid closing date of the tender. Bidder to submit necessary documents of their for HSE performance as per <b>Annexure-IV</b>.</p>			
2.0	<p><b>FINANCIAL CRITERIA:</b></p> <p>2.1 The bidder must have <b>annual financial turnover</b> of at least <b>INR 16.75 Crores or USD 2.20 Million</b> in any of the preceding three (3) financial/accounting years reckoned from the original bid closing date as per the Audited Annual Reports.</p>			

	<p>2.2 <b>Net worth</b> of bidder should be minimum <b>INR 5.03 Crores or USD 0.66 Million</b> for the accounting year preceding the original bid closing date.</p> <p><b>[Net worth</b> shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses - account (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> <p>2.3 <b>Working Capital:</b> The Bidder should have minimum working capital equal to <b>INR 5.03 Crores or USD 0.66 Million</b> for the accounting year preceding the original bid closing date.</p> <p><b>Note:</b> Working Capital shall mean “Current Assets minus Current liabilities” as per latest year’s audited consolidated annual Financial Statements.</p> <p>2.4 <b><u>Bid Capacity:</u></b> The bidding capacity of the contractor should be equal to or more than the <b>INR 33.50 Crores or USD 4.40 Million</b>. The bidding capacity shall be worked out by the following formula:</p> <p>Bidding Capacity= [A x 1.5] - B</p> <p>Where,</p> <p>A = Maximum annual turnover in any one of the preceding three financial years.</p> <p>B = Commitments in next twelve months from the date of expiry of the bid validity as per <b>Annexure-VI</b>.</p> <p>2.5 <b><u>Debt equity ratio:</u></b> Debt equity ratio of the bidder should not be more than 2: 1.</p> <p><u>Debt equity ratio</u> shall mean long term borrowings/ Net-worth.</p> <p>2.6 In case the bidder is a subsidiary company (should be a subsidiary of the</p>			
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	<p>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 of the parent/ultimate parent/holding company in any of preceding three (3) financial years shall be <b>INR 16.75 Crores or USD 2.20 Million.</b></p> <p>(ii) Net Worth of the parent/ultimate parent/ holding company should be minimum <b>INR 5.03 Crores or USD 0.66 Million</b> for the accounting year preceding the original bid closing date.</p> <p>(iii) <b>Working Capital</b> of the parent/ultimate parent/holding company should be minimum <b>INR 5.03 Crores or USD 0.66 Million</b> for the accounting year preceding the original bid closing date.</p> <p>(iv) The bidding capacity of the parent/ultimate parent/holding company should be equal to or more than the <b>INR 33.50 Crores or USD 4.40 Million.</b></p> <p>(v) Debt equity ratio of the parent/ultimate parent/holding company should not be more than 2:1.</p> <p>(vi) Corporate Guarantee on parent/ultimate parent/holding company's 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>(vii) The bidder is a subsidiary company of the parent/ultimate parent /holding parent company.</p> <p>2.7 Considering the time required for preparation of Financial Statements, if the last date of preceding</p>			
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	<p>financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/ accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original bid closing date as per format.</p> <p><b><u>Notes:</u></b></p> <p>(i) For proof of Annual Turnover &amp; Net worth any one of the following document must be submitted along with the bid:</p> <p>(a) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>Annexure-III</b>. Please note that mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant w.e.f. 1<sup>st</sup> February, 2019.</p> <p style="text-align: center;"><b>OR</b></p> <p>(b) Audited Balance Sheet along with Profit &amp; Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</p> <p>(ii) 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</p>			
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	<p>Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p>In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit &amp; Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$. Else, the Audited Balance Sheet and Profit &amp; 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 &amp; Loss Account is signed) for conversion to INR.</p>			
<b>3.0</b>	<p><b>DOCUMENTARY EVIDENCES:</b></p> <p>Bidders must furnish the following documentary evidences in support of fulfilling all the above requirement:</p> <p>3.1 In support of the experience on “Drilling Project Management Consultancy Service”, the Service Provider/Bidder must furnish the documentary evidence(s) in the form of relevant pages of the contract(s) executed showing detailed address(es) of client(s), scope of work and work order(s) along with completion certificate(s)/payment certificate(s) issued by the client(s) or any other document(s) which can substantiate the technical experience under the above clause 1.1.1.</p> <p>3.2 The details of current work in hand and work already completed during the last seven (7) years to be reckoned from the original bid closing date of the tender should also be submitted as per <b>Annexure-I</b> along with all supporting documents as indicated above.</p> <p>a. All documentary evidences as sought under Para 2.0 and its sub-clauses.</p>			

	<p><b>b.</b> All documentary evidences as sought under Para 1.4.</p> <p><b>c.</b> Bidders to submit the <b>Responsibility Matrix</b> as per <b>Annexure-V</b>.</p> <p><b>NOTE:</b></p> <p>(i) All Certificates and documentary evidences required to be submitted should be clearly legible and in the English language. Supporting documents furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by Local Chamber of Commerce of Bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.</p> <p>(ii) Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.</p>			
<b>4.0</b>	<p><b>COMMERCIAL CRITERIA:</b></p> <p>4.1 <b>BID SYSTEMS:</b> Bids shall be submitted under single stage two Bid systems i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work &amp; Technical Specification of the tender in <b>"Technical Attachments" Tab</b> and Priced Bid as per <b>Proforma-B</b> uploaded in the <b>"Notes &amp; Attachments" Tab</b>. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.</p>			

**N.B.: There should not be any indication of price/rates in the Technical Bid/Techno-commercial Bid. A bid will be straightway rejected if price/rate is given in the Technical /Techno-commercial Bid.**

4.2 **FIRM PRICES:** Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

4.3 **BID CLOSING DATE AND TIME:** Bids submitted after the Bid Closing Date and Time will be rejected.

4.4 **BID Validity:** Bids must be valid for 120 days. Bids with shorter validity will be rejected as being non-responsive.

4.5 **BID SECURITY:** Bid Security for an amount **Rs. 89.50 Lakhs** (or **US\$ 199,000.00**) in Original shall be furnished as a part of the Technical Bid and shall reach OIL's CGM-Contract's office at Duliajan on or before **12.45 Hrs (IST)** on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount & validity of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

4.6 **INTEGRITY PACT:** The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

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

4.8 Bid documents are non-transferable. Bid

	<p>can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.</p> <p>4.9 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initiated by the person or persons who has/have digitally signed the Bid.</p> <p>4.10 Any Bid containing false statement or false information or misleading information will be rejected.</p> <p>4.11 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document; otherwise the Bid will be summarily rejected.</p> <p>4.12 Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate. Bids submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.</p> <p>4.13 Bidders must accept and comply with the following clauses as given in the tender document in toto failing which bid will be rejected:</p> <ul style="list-style-type: none"> <li>(i) Performance Guarantee Clause</li> <li>(ii) Force Majeure Clause</li> <li>(iii) Tax Liabilities Clause</li> <li>(iv) Arbitration Clause</li> <li>(v) Acceptance of Jurisdiction and Applicable Law</li> <li>(vi) Liquidated damage and penalty clause</li> <li>(vii) Safety, Environment&amp; Labour Law</li> <li>(viii) Termination Clause</li> <li>(ix) Insurance Clause</li> </ul>		
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- (x) Liability Clause
- (xi) Withholding Clause
- (xii) Integrity Pact

4.14 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.**

4.15 The following documents (in original) should necessarily be submitted in physical form, in a sealed envelope:

- **The original bid security.**
- **The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original.**

A notarized true copy of the “Power of Attorney” shall also be accepted in lieu of the original, if the power of attorney is a general “Power of Attorney”. However, photocopy of such notarized true copy shall not be accepted.

Bidder should ensure to submit original documents in accordance with the bidding documents.

The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.

5.0	<p><b><u>GENERAL NOTES:</u></b></p> <p>5.1 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.</p> <p>5.2 If any of the clauses in the BEC/BRC contradicts with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.</p> <p>5.3 The Compliance Statement (<b>PROFORMA-D</b>) clearly indicating “<b>NIL Exception/ Deviation</b>” to Tender clauses should be uploaded along with the Technical bid.</p> <p>5.4 <b>SUBMISSION OF FORGED DOCUMENTS:</b> 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 6<sup>th</sup> January 2017, available in the OIL’s website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per <b>Proforma-M</b>.</p>			
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