



Oil India Limited
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST. DIBRUGARH,
ASSAM, INDIA, PIN-786 602

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com
FAX: (91)374-2803549

FORWARDING LETTER

M/s _____

Sub: IFB No. CDG5077P21 for ‘Hiring of the services of hydro-fracturing in 10 (ten) nos. of wells located in oil fields of Assam including supply of chemicals and consumables for a period of 01 (one) year 06 (six) months and with provision for Framework Agreement’.

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 the services of hydro-fracturing in 10 (ten) nos. of wells located in oil fields of Assam including supply of chemicals and consumables for a period of 01 (one) year 06 (six) months and with provision for Framework Agreement’**. 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. | : | CDG5077P21 |
| (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 | : | Phase-I: 90 (ninety) days from the date of issuance of LOA. Phase-II: 180 (one hundred eighty) days from the date of issuance of LOA. Phase-III: 180 (one hundred eighty) days from the date of issuance of Mobilization Notice. |
| (xi) | Bid Security Amount | : | INR 43,69,000 or USD 59,300 |
| (xii) | Bid Security Validity | : | Minimum upto 30th April 2021 |
| (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 03 (three) months from date of completion of contract |
| (xvi) | Location of job | : | Assam |
| (xvii) | Duration of the Contract | : | 01 (one) year 06 (six) months. |
| (xviii) | Quantum of Liquidated Damage for Default in Timely Mobilization | : | Refer clause no. 30 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. |

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

- 3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with 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.
- 3.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.
- 3.4 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
- 3.4.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.
- 3.4.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 3.5 Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any

clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in and esupport@oilindia.in , Ph.: 0374-2807171/7192.

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

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

4.0 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.

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.**

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

6.0 SCREEN SHOTS

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

▼ Notes

Clear

| Category | Description |
|-----------------------------|-------------|
| Conditions of Participation | -Empty- |
| Bid Invitation/Auction Text | -Empty- |
| Bidder's Remarks | -Empty- |
| Purchaser's Remarks | -Empty- |

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

| cFolder Name | Category | Description | File Name | Version | Processor | Chk |
|-------------------------------------|----------|-------------|-----------|---------|-----------|-----|
| The table does not contain any data | | | | | | |

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.

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

The screenshot shows the 'Create RFx Response' interface. At the top, there are tabs: Submit, Read Only, Print Preview, Check, Technical RFx Response, and Close. Below these, the form displays 'RFx Response Number 60038748', 'RFx Number 1396', and 'Status In Process'. It also shows 'RFx Owner BHARALI' and 'Total Value 0.00 INR'. The main section has tabs for 'RFx Information', 'Items', and 'Notes and Attachments'. Under 'RFx Information', there are sub-tabs: 'Basic Data', 'Questions', and 'Technical Attachments'. The 'Event Parameters' section includes a 'Currency' dropdown menu set to 'Indian Rupee', a 'Detailed Price Information' dropdown set to 'No Price', and a 'Terms of Payment' field. A 'Total Bid Value' field is highlighted with a red box. Three blue callout boxes provide instructions: one points to the 'Currency' dropdown with the text 'Bidder to select the currency of the Response'; another points to the 'Detailed Price Information' dropdown with the text '“Total Bid Value” is mandatory in “No Price”'; and a third points to the 'Total Bid Value' field with the text '“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.

8.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:

Subject to **Order No. F. No. 6/18/2019-PPD dated 23.07.2020** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

- 8.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- 8.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 8.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 8.4 The beneficial owner for the purpose of para 6.3 above will be as under:
- 8.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
- Explanation:
- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 8.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical

person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- 8.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 8.4.4 Where no natural person is identified under (8.4.1) or (8.4.2) or (8.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 8.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 8.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 8.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.
- 8.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 8.8 The bidders to provide an undertaking as per **Exhibit-II** along with their bid complying with Clause No. 8.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- 9.0** OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED
Sd/- (U. Malakar)

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) Proforma of Bank Guarantee towards PP-LC (Proforma-L)
 - t) Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 07.10.2019 of MoP&NG (Proforma-M) (not applicable for this tender)
 - u) Certificate of Compliance of Financial Criteria (Proforma-N)
 - v) Proforma of Bank Guarantee towards Ultimate Parent/Supporting Company (Proforma-P)
 - w) LIH Declaration Format (Proforma-Q) (not applicable for this tender)
 - x) Format of undertaking by Bidders towards submission of authentic information/documents (Proforma-R)
 - y) Commercial check List (Proforma-S)

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 authorized 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 Authorized 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).
- d) PP-LC Proforma (if Quoted as PP-LC Bidder)
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:

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

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

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

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:
- Udyam Registration Number (URN) with Udyam Registration Certificate (URC)
 - OR
 - 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 (CAI), 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 authorization (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 initialled 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 01 (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 authorization letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical 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 02 (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 mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond

completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

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

31.0 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.); Ex-Secretary, Dept. of Heavy Industry, Ministry of Heavy Industries & Public Enterprises, E-mail: sutanu2911@gmail.com
- b. Shri Rudhra Gangadharan, IAS(Retd.), Ex-Secretary, Ministry of Agriculture; E-Mail: rudhra.gangadharan@gmail.com
- c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh, E-mail: Ops2020@rediffmail.com

32.0 LOCAL CONDITIONS:

- 32.1 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.
- 32.2 No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate

properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

33.0 SPECIFICATIONS:

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

34.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no. O-20013/2/2017-FP-PNG dated 07.10.2019 of MoPNG.

34.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

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

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

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

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

“We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. _____ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer

No._____ dated _____ against OIL tender No._____ by M/s _____ (Name of the bidder). ***The percentage of local content in the bid is _____%.***

Note:

- a. In case of a foreign bidder, certificate (with regard to the fulfilment of minimum mandatory local content requirement) from Statutory Auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint Statutory Auditors or cost auditors, certificate from a practicing Chartered Accountant in India or practicing cost accountant in India shall also be acceptable.
- b. In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

- 34.3.2 At the bidding stage the bidder shall provide undertaking, certificate as per provisions under clause and 0 and shall upload along with their techno-commercial bid in the e-procurement portal.

Sample format for calculation of LC of goods may be seen in Enclosure-A. Bidders confirmation on LC shall be based on the calculation shown in this Enclosure. However, this enclosure shall not be required to be included in the bid or uploaded by the bidders in the e-procurement portal.

- 34.4 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference of 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) L-1 bidder [if NLC is L-1 Bidder], other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

- 34.4.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

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

- 34.5.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
- 34.5.2 When the tendered goods/services cannot be divided in the exact ratio of 50%/50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.
For example
- In case tendered quantity is 03 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 02 nos. only and the rest will go to L-1 (NLC bidder).
- or
- (Alternate clause applicable for cases where tendered quantity cannot be divided).
- 34.6 The tendered quantity is not splittable/non-dividable/cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
- 34.7 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-20013/2/2017-FP-PNG dated 07.10.2019.
- 34.8 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.
- OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.
- 34.9 Determination of LC:
- 34.9.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.
- 34.9.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:
- a) Cost of component (material), which is used.
 - b) Manpower and consultant cost, cost of working equipment/facility, and
 - c) General service cost, excluding profit, company overhead cost, taxes and duties.
- 34.9.3 The criteria for determination of cost of local content in the service shall be as under:
- a) In the case of material being used to help the provision of service, based on country of origin.

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

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

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

34.10 Calculation of LC and Reporting:

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

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

34.11 Certification and Verification:

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

34.11.1.1 At bidding stage:

a) Local Component

- i. The bidder shall provide the percentage of Local contents in the bid as per provisions under clause 0
- ii. Bidder must have LC in excess of the specified requirement

b) Undertaking by the bidder

- i. The bidder shall submit an undertaking as per clause no. 0 from the authorized signatory having the Power of Attorney alongwith the techno-commercial bid stating the manufacturer meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- ii. The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content as per clause no. 0

- iii. However, in case of a foreign bidder, certificate (with regard to the fulfillment of minimum mandatory local content requirement) from Statutory Auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint Statutory Auditors or cost auditors, certificate from a practicing Chartered Accountant in India or practicing cost accountant in India shall also be acceptable.

34.11.1.2 After Contract Award

- a) The bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- b) (applicable in In cases of procurement for a value in excess of Rs 10 crores)
The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant in India or practicing chartered accountant in India giving the percentage of local content is also acceptable.

- 34.11.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 34.11.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 34.11.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

- 34.11.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.
- 34.12 Sanctions:
- 34.12.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- 34.12.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 34.12.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/successful bidder.
- 34.12.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

In pursuance of the clause No. 34.0 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at **PROFORMA - L**) equivalent to the amount of PBG.

end of part-1

PART-2

BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)

This tender is floated on the concept of Framework contract to finalize the technically qualified bidders for the tender scope of work. However, based on the current requirement for hiring of the services of hydro-fracturing in 10 (ten) nos. of wells located in oil fields of Assam, a contract shall be awarded to lowest techno-commercially acceptable bidder qualified through this tender. With all the Techno-commercially qualified bidders, a framework agreement will be done for a duration of approximately 02 (Two) years from the award of the contract against the current tender.

Thus, bidders who submit their offer in terms of **consortium** or **technical collaboration** or **joint ventures** are requested to confirm the validity of the Agreement, MOU, Guarantee etc. for approximately 02 (two) years i.e. upto 31.12.2022, so as to cover the bidders under Framework Agreement. In the event of requirement for the tendered services within the validity of the framework agreement, price bid and financial criteria - net worth and annual turnover, vintage of equipment, etc. [if required] will be sought with the same terms and conditions and scope of work from those techno-commercially qualified bidder(s). Bidders are to confirm the acceptance of framework agreement categorically in their offer for their consideration for Framework Agreement. A format (as per **Annexure-FA-1**) in this regard are to be provided as part of the Technical offer.

Bidders shall be techno-commercially evaluated based on these BEC criteria as mentioned below:

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

1.0 TECHNICAL EVALUATION CRITERIA:

1.1 EXPERIENCE:

- i) The bidder shall have experience of completing at least 05 (five) nos. of hydro-fracturing jobs for oil/gas wells during the last 07 (seven) years reckoned from the original bid closing date.
- ii) In support of the experience criteria of 1.1 i) above, the bidder must furnish the following documentary evidences self-certified, in the form of:
 - a) Copies of Relevant pages of the contract document showing Contract

Number, period of contract and detailed Scope of work etc.

- b) Copies of completion Certificate(s) or payment certificate(s) with breakup(s) or Daily Progress Report(s) or any other documents which substantiates completion of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.) for verification of Authenticity of documents/jobs executed (if required by OIL).
- iii) The vintage of all major equipment offered (i.e. pumping unit and blender unit) shall not be more than 08 (eight) years to be reckoned from the original bid closing date. In support of vintage of offered equipment(s), the bidder shall submit an undertaking confirming that the offered equipment (i.e. pumping unit and blender unit) are manufactured not before 08 (eight) years to be reckoned from the original bid closing date and shall comply to the same during mobilization.
- iv) In case the major equipment (i.e. pumping unit and blender unit) are refurbished, the refurbishment date should not be more than 04 (four) years to be reckoned from the original bid closing date and vintage shall not be more than 12 (twelve) years to be reckoned from the original bid closing date. The refurbished equipment shall be certified by OIL's authorized/recognized inspecting agencies i.e. M/s Lloyds or M/s Bureau Veritas or M/s RITES or M/s IRS or M/s DNV or Tuboscope Vetco post refurbishment. In support of the refurbishment of equipment, the bidder must provide an undertaking confirming that the offered equipment (i.e. pumping unit and blender unit) are refurbished not before 04 (four) years to be reckoned from the original bid closing date and are manufactured not before 12 (twelve) years to be reckoned from the original bid closing date and shall comply to the same during mobilization.

2.0 BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES:

2.1 BID FROM INDIAN COMPANY/INDIAN JOINT VENTURE COMPANY WITH TECHNICAL COLLABORATION/JOINT VENTURE PARTNER:

- (a) The primary bidder shall have the experience of successfully completing at least 01 (one) no. of contract at its own for independently providing oilfield services relating to oil and gas well operations like drilling/workover/production testing/wellhead flow assurance/ESP operations/wellhead production facility/matrix acidization/well stimulation/sand control, during the last 07 (seven) years to be reckoned from the original bid closing date. In support of the experience, the bidder shall submit documentary evidences as per clause no. 1.1. ii) above. The experience of the primary bidders with other firms/JV partner/subcontracting/under supervision of either client or other professionals will not be qualified.
- (b) The primary bidder shall meet the financial criteria under clause no. 4.0 below.

- (c) The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria 1.1. i) above. The experience of the Technical Collaborator/Joint Venture with other firms will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per clause 1.1. ii) above.
- (d) **Indian bidders quoting based on technical collaboration/joint venture, shall submit a duly Notarized Memorandum of Understanding (MOU)/Agreement with their technical collaborator/joint venture partner clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender and the period under the framework agreement.**

2.2 BID FROM CONSORTIUM OF COMPANIES:

In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

- (a) The leader of the consortium shall satisfy the minimum experience requirement as per clause no. 1.1 i) or clause no. 2.1 (a) above.
- (b) If the leader of the consortium meets clause no. 2.1 (a) but does not meet the requirement as per clause no. 1.1 i) above, then any of the consortium members shall individually meet clause 1.1 i).
- (c) The consortium members shall have to meet the financial criterion mentioned in clause no. 4.0 below.
- (d) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly executed by the Authorized Executives of the consortium members and notarized. This MOU must accompany the bid which should clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'scope of work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:
 - i) Only the leader of the consortium shall register in the e-tender portal and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decisions of the leader of consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.

- ii) The bid security shall be in the name of the leader of the consortium on behalf of consortium with specific reference to consortium bid and name(s) & address(es) of consortium members. Similarly, the performance security shall be in the name of the leader on behalf of the consortium.
- iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.
- iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.
- v) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- vi) OIL may consider direct payment to individual consortium members, provided the consortium, so formed is with sister subsidiary/co-subsidary companies having the same parent/holding company or within the same ultimate parent/holding company and is complied with the terms of the Circular No. 07/2016 dated 07th March, 2016 issued by the Central Board of Direct Taxes (CBDT). Besides, for direct payment required for their part of scope of works, the same should be clearly indicated in the bid as well as MoU along with member-wise details of price break-up.
- vii) In case of consortium bids, the bid shall be digitally signed by the leader of consortium. The power of attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid offer.
- viii) Documents/details submitted with the bidding document pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.
- ix) **Constitution of Consortium:** The members of the consortium should not be more than three. If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.
- x) **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severely.
- xi) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such

case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected.

- xii) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.
 - xiii) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder/consortium partner, the MOU/Agreement should be notarised/endorsed by Indian Embassy.
- 2.2.1 Bidder(s) quoting in collaboration/joint venture partnership/consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately /independently against this tender. All the bids received in such case will be summarily rejected.

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

Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause nos. 1.1 i) above can also be considered provided the bidder is a subsidiary company of the parent company **[supporting company]** in which the parent company has 100% stake **or** parent company can also be considered on the strength of its 100% subsidiary **[supporting company]**. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like technical collaboration agreement. In that case as the subsidiary company is dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed as **Annexure-VI (a)**) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **Annexure-VI (b)**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.

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

- (i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at **PROFORMA-P**, equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the

successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.

- (ii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case Supporting Company fails to submit Performance Bank Guarantee as per (i) above, Bid Security submitted by the bidder shall be forfeited.

- 2.4 **Bidders quoting under the categories as mentioned under clause no. 2.1, 2.2 and 2.3 above should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per Annexure-VII in this respect to be submitted as part of technical bid.**

3.0 **MOBILISATION TIME:**

PHASE-I: STUDY AND SUBMISSION OF REPORT

During Phase-1, the contractor shall complete collection of available G&G and Engg. data within 30 (thirty) days from the date of issuance of LOA. Simultaneously, the contractor shall complete submission of detailed feasibility study, selection of wells, prioritizing/ranking, designs the Hydro-fracturing jobs and selection of artificial lift mechanism. Report preparation and presentation at Duliajan or through VC including suggestions for well preparation which is mutually agreed by the contractor and Company prior to execution of Hydro-fracturing for the first set and additional well data as per 2.5 of section-II (TOR/SOW) within 90 (ninety) days from the date of issuance of LOA.

PHASE II: MOBILIZATION FOR FIRST 05 NOS. CANDIDATE WELLS

During phase-II of the contract, the mobilization of equipment, personnel etc. (including packers and accessories) including all chemicals as mentioned in Section-II should be completed by Contractor within 180 days from the date of issuance of LOA.

PHASE-III: MOBILIZATION FOR REMAINING 05 NOS. CANDIDATE WELLS

During phase-III of the contract, the mobilization of equipment, personnel etc. (including packers and accessories) including all chemicals as mentioned in Section-II should be completed by Contractor within 180 days from the date of issuance of Mobilization Notice.

NOTE: The bidders must confirm their compliance in their “Technical” bid to complete the mobilization of all the above phases within the stipulated time as mentioned above. Offers without confirmation of stipulated mobilization time or with mobilization time more than stipulated time will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.

4.0 FINANCIAL REJECTION CRITERIA:

- 4.1 The bidder shall have an annual financial turnover of minimum **Rs. 14.12 Crore** (or equivalent **USD 19,16,000**) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.
- 4.2 In case of Consortium of companies, any one of the Consortium member shall have an annual financial turnover of minimum **Rs. 14.12 Crore** (or equivalent **USD 19,16,000**) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date and other member(s) of the Consortium shall have an annual financial turnover of minimum **Rs. 7.06 Crore** (or equivalent **USD 9,58,000**) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Borrowing support from parent/supporting company is not allowed to meet the financial criteria.
- 4.3 **Net worth** of bidder should be **Rs. 4.24 crore** (or equivalent **USD 5,76,000**) as per immediate preceding audited financial year result. In case of consortium bidding net worth for all the consortium members should be positive and the members of the consortium collectively should meet the net worth equal to **Rs. 4.24 crore** (or equivalent to **USD 5,76,000**) as per immediate preceding audited financial year result.
- 4.4 **Working Capital:**

The Bidder should have minimum working capital equal to **Rs. 4.24 crore** (or equivalent **USD 5,76,000**) as per immediate preceding audited financial year result. In case of consortium bidding net worth combining all the consortium member should be **Rs. 4.24 crore** (or equivalent **USD 5,76,000**) as per immediate preceding audited financial year result.

In case the working capital is short the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than 100 crores as per enclosed format [**PROFORMA-LC.**]

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

- 4.5 **Bid Capacity:** The bidding capacity of the contractor or consortium [combining all the consortium member] should be equal to **Rs. 28.24 crore (or equivalent USD 38,32,000)** or more. The-bidding capacity shall be worked out by the following formula:

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-IV**.

- 4.6 **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. In case of consortium bidding, Debt equity ratio should be complied by all the consortium members.

Note: In case the financial statements submitted by the bidder are in currencies other than INR, BC selling rate declared by State Bank of India CAG Branch, Kolkata prevailing on one day prior to bid closing date shall be considered for converting it into INR.

- 4.7 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.

NOTE:

- (a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:
- i) 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-II to BEC**
- OR
- ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

- (b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- 4.8 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:
- (i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.
 - (ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as **Annexure-VI(c)**) by the authorized officials.
 - (iii) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
 - (iv) Documents proving that Net worth of the parent/ultimate parent company is **Rs. 4.24 crore** (or equivalent **USD 5,76,000**) for the accounting year preceding the bid closing date”.
 - (v) Documents proving that minimum working capital equal to **Rs. 4.24 crore** (or equivalent **USD 5,76,000**) as per immediate preceding audited financial year result.
 - (vi) Documents proving that the bidding capacity is equal to or more than **Rs. 28.24 crore (or equivalent USD 38,32,000)**.
 - (vii) Documents proving that Debt equity ratio should not be more than 2:1.
- 4.9 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD 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 USD.

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

5.0 COMMERCIAL EVALUATION CRITERIA:

- 5.1 Bids shall be submitted under single stage Two Bid System 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.

- 5.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 5.3 Bids should be valid for a period of **120 (one-hundred twenty)** days. Bids with shorter validity shall be rejected as being non-responsive.
- 5.4 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be **Rs. 43.69 Lakhs** (or equivalent to **USD 59,300**). Bid without proper & valid Bid Security will be rejected.
- 5.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 5.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 5.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 5.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 5.9 Any Bid containing false statement will be rejected.
- 5.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.
- 5.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- 5.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:

- i) Performance Security Clause
- ii) Taxes Clause
- iii) Insurance Clause
- iv) Force Majeure Clause
- v) Termination Clause
- vi) Arbitration Clause
- vii) Liability Clause
- viii) Withholding Clause
- ix) Liquidated damages Clause
- x) Firm price
- xi) EMD/Bid bond
- xii) Integrity Pact

5.13 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:

- i. M/s. RINA India Pvt. Ltd.**
- ii. M/s. Dr. Amin Controller Pvt. Ltd.**
- iii. M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)**
- iv. M/s. TÜV SÜD South Asia Pvt. Ltd.**
- v. M/s. IRCLASS Systems and Solutions Private Limited**
- vi. M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.**
- vii. M/s. TUV India Private Limited**
- viii. M/s. TÜV Rheinland (India) Pvt. Ltd.**
- ix. M/s. Bureau Veritas (India) Private Limited**

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

5.13.2 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (seven) days of actual bid opening. Company will neither send any reminder nor seek any

clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (seven) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 07 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above 07 days, then such bids shall be considered.

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

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

(b) Verification of documents are normally categorised as under:

➤ **General Requirement:**

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

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

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

➤ **Technical Criteria**

- Experience Proof -To check Original Work Order as per BEC/criteria
- To check Company Name
- To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too)
- To check the Execution period
- To Check the Completion Certificates-Letter of Appreciations of proper Execution

- Reference contact verification and true copy verification
- Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies

➤ **Financial Criteria**

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

Considering the time required for preparation of Financial Statements, if the last date of the preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original bid closing date as per format'.

- Check Net-Worth-as per BEC
- Check Notarization validity
- Check original audited Balance Sheet with scan copies.
- To check the Line of Credit, if incorporated in the tender.

6.0 PRICE EVALUATION CRITERIA:

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

- 6.1 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 6.2 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.
- 6.3 The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.

- 6.4 The bidders must quote their rates in the manner as called for vide “Schedule of Rates” under **Section - IV** and the summarized price schedule format vide enclosed **Proforma-B**.
- 6.5 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.
- 6.6 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** as per 'Proforma-B'.

7.0 GENERAL:

- 7.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.
- 7.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 7.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.
- 7.4 **CUSTOMS DUTY:** In terms of Sl. No. 404 of the Customs Notification No. 50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @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.
- 7.4.1 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.

Note: Please note that in case of Import of individual items valuing upto Rs. 5 Lakhs and similarly for domestic goods upto Rs. 1 Lakh no EC will be issued by DGH. Bidders should take note and quote should be inclusive of the applicable Customs Duty and GST.

8.0 PURCHASE PREFERENCE CLAUSE:

Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

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

8.4 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:

Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 31st June' 2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

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 with Udyam Registration Certificate.
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 Adhar registration or registration with any other body specified by Ministry of MSME.

Note: 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.

- 8.5 Purchase preference Policy (linked with Local Content) (PP-LC).
- 8.5.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2019 of MoP&NG shall

be applicable in this tender (Annexure- XII enclosed).

- 8.5.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings/documents applicable for this policy.

9.0 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

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

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CHECKLIST FOR BEC

Annexure- A to BEC

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

| Clause No. | Description | Reference File No. and Page No. of Bidder's Quote | Provided | Not Provided |
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| | <p>This tender is floated on the concept of Framework contract to finalize the technically qualified bidders for the tender scope of work. However, based on the current requirement for hiring of the services of hydro-fracturing in 10 (ten) nos. of wells located in oil fields of Assam, a contract shall be awarded to lowest techno-commercially acceptable bidder qualified through this tender. With all the Techno-commercially qualified bidders, a framework agreement will be done for a duration of approximately 02 (Two) years from the award of the contract against the current tender.</p> <p>Thus, bidders who submit their offer in terms of consortium or technical collaboration or joint ventures are requested to confirm the validity of the Agreement, MOU, Guarantee etc. for approximately 02 (two) years i.e. upto 31.12.2022, so as to cover the bidders under Framework Agreement. In the event of requirement for the tendered services within the validity of the framework agreement, price bid and financial criteria - net worth and annual turnover, vintage of equipment, etc. [if required] will be sought with the same terms and conditions and scope of work from those techno-commercially qualified bidder(s). Bidders are to confirm the acceptance of framework agreement categorically in their offer for their consideration for Framework Agreement. A format (as per Annexure-FA) in this regard are to be provided as part of the Technical offer.</p> | | | |

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| I. | <p><u>BID EVALUATION CRITERIA (BEC):</u> The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.</p> | | | |
| 1.0 | <p><u>TECHNICAL REJECTION CRITERIA:</u></p> <p>1.1 EXPERIENCE:</p> <p>i) The bidder shall have experience of completing at least 05 (five) nos. of hydro-fracturing jobs for oil/gas wells during the last 07 (seven) years reckoned from the original bid closing date.</p> <p>ii) In support of the experience criteria of 1.1 i) above, the bidder must furnish the following documentary evidences self-certified, in the form of:</p> <p>a) Copies of Relevant pages of the contract document showing Contract Number, period of contract and detailed Scope of work etc.</p> <p>b) Copies of completion Certificate(s) or payment certificate(s) or Daily Progress Report(s) or any other documents which substantiates completion of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.) for verification of Authenticity of documents/jobs executed (if required by OIL).</p> <p>iii) The vintage of all major equipments offered (i.e. pumping unit and blender unit) shall not be more than 08 (eight) years to be reckoned from the original bid closing date. In support of vintage of offered equipment(s), the bidder shall submit an undertaking confirming that the offered equipments (i.e. pumping unit and blender unit) are manufactured not before</p> | | | |

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| | <p>08 (eight) years to be reckoned from the original bid closing date and shall comply to the same during mobilization.</p> <p>iv) In case the major equipments (i.e. pumping unit and blender unit) are refurbished, the refurbishment date should not be more than 04 (four) years to be reckoned from the original bid closing date and vintage shall not be more than 12 (twelve) years to be reckoned from the original bid closing date. The refurbished equipment shall be certified by OIL's authorized/recognized inspecting agencies i.e. M/s Lloyds or M/s Bureau Veritas or M/s RITES or M/s IRS or M/s DNV or Tuboscope Vetco post refurbishment. In support of the refurbishment of equipments, the bidder must provide an undertaking confirming that the offered equipments (i.e. pumping unit and blender unit) are refurbished not before 04 (four) years to be reckoned from the original bid closing date and are manufactured not before 12 (twelve) years to be reckoned from the original bid closing date and shall comply to the same during mobilization.</p> | | | |
| 2.0 | <p><u>BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES:</u></p> <p><u>2.1 BID FROM INDIAN COMPANY/INDIAN JOINT VENTURE COMPANY WITH TECHNICAL COLLABORATION/JOINT VENTURE PARTNER:</u></p> <p>(a) The primary bidder shall have the experience of successfully completing at least 01 (one) no. of contract at its own for independently providing oilfield services relating to oil and gas well operations like drilling/workover/production testing/wellhead flow assurance/ESP operations/wellhead production facility/matrix acidization/well stimulation/sand control, during the last 07 (seven) years to be reckoned from the original bid closing date. In support of the experience, the bidder shall submit documentary evidences as per clause no. 1.1. ii) above. The experience of the primary bidders with other firms/JV partner /subcontracting/under supervision of either client or other professionals will not be</p> | | | |

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| | <p>qualified.</p> <p>(b) The primary bidder shall meet the financial criteria under clause no. 4.0 below.</p> <p>(c) The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria 1.1. i) above. The experience of the Technical Collaborator/Joint Venture with other firms will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per clause 1.1. ii) above.</p> <p>(d) <u>Indian bidders quoting based on technical collaboration/joint venture, shall submit a duly Notarized Memorandum of Understanding (MOU)/Agreement with their technical collaborator/joint venture partner clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender and the period under the framework agreement.</u></p> | | | |
| 2.2 | <p><u>BID FROM CONSORTIUM OF COMPANIES:</u></p> <p>In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:</p> <p>(a) The leader of the consortium shall satisfy the minimum experience requirement as per clause no. 1.1 i) or clause no. 2.1 (a) above.</p> <p>(b) If the leader of the consortium meets clause no. 2.1 (a) but does not meet the requirement as per clause no. 1.1 i) above, then any of the consortium members shall individually meet clause 1.1 i).</p> <p>(c) The consortium members shall have to meet the financial criterion mentioned in clause no. 4.0 below.</p> <p>(d) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly executed by the Authorized Executives of the consortium members and notarized. This MOU must</p> | | | |

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| | <p>accompany the bid which should clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'scope of work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:</p> <p>i) Only the leader of the consortium shall register in the e-tender portal and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decisions of the leader of consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.</p> <p>ii) The bid security shall be in the name of the leader of the consortium on behalf of consortium with specific reference to consortium bid and name(s) & address(es) of consortium members. Similarly, the performance security shall be in the name of the leader on behalf of the consortium.</p> <p>iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.</p> <p>iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.</p> | | | |
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| | <p>v) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.</p> <p>vi) OIL may consider direct payment to individual consortium members, provided the consortium, so formed is with sister subsidiary/co-subsidary companies having the same parent/holding company or within the same ultimate parent/holding company and is complied with the terms of the Circular No. 07/2016 dated 07th March, 2016 issued by the Central Board of Direct Taxes (CBDT). Besides, for direct payment required for their part of scope of works, the same should be clearly indicated in the bid as well as MoU along with member-wise details of price break-up.</p> <p>vii) In case of consortium bids, the bid shall be digitally signed by the leader of consortium. The power of attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid offer.</p> <p>viii) Documents/details submitted with the bidding document pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.</p> <p>ix) Constitution of Consortium: The members of the consortium should not be more than three. If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.</p> <p>x) Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of</p> | | | |
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| | <p>them shall be jointly and severally.</p> <p>xi) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected.</p> <p>xii) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.</p> <p>xiii) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder/consortium partner, the MOU/Agreement should be notarised/endorsed by Indian Embassy.</p> <p>2.2.1 Bidder(s) quoting in collaboration/joint venture partnership/consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected.</p> | | | |
| 2.3 | <p><u>ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</u></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 1.1 i) above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company] in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary [supporting company]. However, the parent/subsidiary company of the bidder should on its own meet</p> | | | |

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| | <p>the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like technical collaboration agreement. In that case as the subsidiary company is dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed as Annexure-VI (a)) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as Annexure-VI (b)) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.</p> <p>In both the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:</p> <p>(j) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at PROFORMA-P, equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.</p> <p>(ii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be</p> | | | |
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| | <p>invoked by OIL due to non-performance of the contractor.</p> <p>Note: In case <u>Supporting company</u> fails to submit Performance Bank Guarantee as per (i) above, Bid Security submitted by the bidder shall be forfeited.</p> | | | |
| 2.4 | <p><u>Bidders quoting under the categories as mentioned under clause no. 2.1, 2.2 and 2.3 above should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per Annexure-VII in this respect to be submitted as part of technical bid.</u></p> | | | |
| 3.0 | <p><u>PHASE-I: STUDY AND SUBMISSION OF REPORT</u></p> <p>During Phase-1, the contractor shall complete collection of available G&G and Engg. data within 30 (thirty) days from the date of issuance of LOA. Simultaneously, the contractor shall complete submission of detailed feasibility study, selection of wells, prioritizing/ranking, designs the Hydro-fracturing jobs and selection of artificial lift mechanism. Report preparation and presentation at Duliajan or through VC including suggestions for well preparation which is mutually agreed by the contractor and Company prior to execution of Hydro-fracturing for the first set and additional well data as per 2.5 of section – II (TOR/SOW) within 90 (ninety) days from the date of issuance of LOA.</p> <p><u>PHASE II: MOBILIZATION FOR FIRST 05 NOS. CANDIDATE WELLS</u></p> <p>During phase-II of the contract, the mobilization of equipment, personnel etc. (including packers and accessories) including all chemicals as mentioned in Section-II should be completed by Contractor within 180 days from the date of issuance of LOA.</p> <p><u>PHASE-III: MOBILIZATION FOR REMAINING 05 NOS. CANDIDATE WELLS</u></p> | | | |

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| | <p>During phase-III of the contract, the mobilization of equipment, personnel etc. (including packers and accessories) including all chemicals as mentioned in Section-II should be completed by Contractor within 180 days from the date of issuance of Mobilization Notice.</p> <p>NOTE: <u>The bidders must confirm their compliance in their “Technical” bid to complete the mobilization of all the above phases within the stipulated time as mentioned above. Offers without confirmation of stipulated mobilization time or with mobilization time more than stipulated time will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.</u></p> | | | |
| 4.0 | <p><u>FINANCIAL REJECTION CRITERIA:</u></p> <p>4.1 The bidder shall have an annual financial turnover of minimum Rs. 14.12 Crore (or equivalent USD ...) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.</p> <p>4.2 In case of Consortium of companies, any one of the Consortium member shall have an annual financial turnover of minimum Rs. 14.12 Crore (or equivalent USD 19,16,000) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date and other member(s) of the Consortium shall have an annual financial turnover of minimum Rs. 7.06 Crore (or equivalent USD 9,58,000) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Borrowing support from parent /supporting company is not allowed to meet the financial criteria.</p> <p>4.3 "Net worth of bidder should be Rs. 4.24 crore (or equivalent USD 5,76,000) as per immediate preceding audited financial year result. In case of consortium bidding net worth for all the consortium members should be positive and the members of the consortium collectively should meet the net worth equal to Rs. 4.24 crore (or equivalent to USD</p> | | | |

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| | <p>5,76,000) as per immediate preceding audited financial year result.</p> <p>4.4 Working Capital:</p> <p>The Bidder should have minimum working capital equal to Rs. 4.24 crore (or equivalent USD 5,76,000) as per immediate preceding audited financial year result. In case of consortium bidding net worth combining all the consortium member should be Rs. 4.24 crore (or equivalent USD 5,76,000) as per immediate preceding audited financial year result.</p> <p>In case the working capital is short the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than 100 crores as per enclosed format [PROFORMA-LC.]</p> <p>Note: Working Capital shall mean “Current Assets minus Current liabilities” as per latest year’s audited consolidated annual Financial Statements.</p> <p>4.6 Bid Capacity: The bidding capacity of the contractor or consortium [combining all the consortium member] should be equal to Rs. 28.24 crore (or equivalent ... USD) or more. The-bidding capacity shall be worked out by the following formula:</p> <p>Bidding Capacity = $[A \times 1.5] - B$</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 Annexure - IV.</p> <p>4.6 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. In case of consortium bidding, Debt equity ratio should be complied by all the consortium members.</p> <p>Note: In case the financial statements</p> | | | |
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| | <p>submitted by the bidder are in currencies other than INR, BC selling rate declared by State Bank of India CAG Branch, Kolkata prevailing on one day prior to bid closing date shall be considered for converting it into INR.</p> <p>4.7 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.</p> <p><u>NOTE:</u></p> <p>(a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:</p> <p>i) 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-B to BEC OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</p> <p>(b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization /Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and</p> | | | |
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| | <p>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>4.8 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:</p> <p>(i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.</p> <p>(ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as Annexure-VI(c)) by the authorized officials.</p> <p>(iii) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.</p> <p>(iv) Documents proving that Net worth of the parent/ultimate parent company is Rs. 4.24 crore (or equivalent ... USD) for the accounting year preceding the bid closing date”.</p> <p>(v) Documents proving that minimum working capital equal to Rs. 4.24 crore (or equivalent ... USD) as per immediate preceding audited financial year result.</p> <p>(vi) Documents proving that the bidding capacity is equal to or more than Rs. 28.24 crore (or equivalent USD 38,32,000).</p> <p>(vii) Documents proving that Debt equity ratio should not be more than 2:1.</p> <p>4.9 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the</p> | | | |
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| | <p>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 USD.</p> <p><u>NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.</u></p> | | | |
| 5.0 | <p><u>COMMERCIAL EVALUATION CRITERIA:</u></p> <p>5.1 Bids shall be submitted under single stage Two Bid System 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.</p> <p>5.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.</p> <p>5.3 Bids should be valid for a period of 120 (one-hundred twenty) days. Bids with shorter validity shall be rejected as being non-responsive.</p> <p>5.4 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be Rs. 43.69 Lakhs (or equivalent to USD 59,300). Bid without proper & valid Bid Security will be rejected.</p> <p>5.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder</p> | | | |

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| | <p>refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.</p> <p>5.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.</p> <p>5.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.</p> <p>5.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.</p> <p>5.9 Any Bid containing false statement will be rejected.</p> <p>5.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.</p> <p>5.11 Bidders shall quote directly and not through their Agent/Representative/Retainer /Associate in India. Bids submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer /Associate cannot represent more than one foreign principal.</p> <p>5.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:</p> <ul style="list-style-type: none"> i) Performance Security Clause ii) Taxes Clause iii) Insurance Clause iv) Force Majeure Clause v) Termination Clause | | | |
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| | <p>vi) Arbitration Clause vii) Liability Clause viii) Withholding Clause ix) Liquidated damages Clause x) Firm price xi) EMD/Bid bond xii) Integrity Pact</p> <p>5.13 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:</p> <p>i. M/s. RINA India Pvt. Ltd. ii. M/s. Dr. Amin Controller Pvt. Ltd. iii. M/s. Germanischer Llyod Industrial Services GmbH (DNV GL- Oil & Gas) iv. M/s. TÜV SÜD South Asia Pvt. Ltd. v. M/s. IRCLASS Systems and Solutions Private Limited vi. M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd. vii. M/s. TUV India Private Limited viii. M/s. TÜV Rheinland (India) Pvt. Ltd. ix. M/s. Bureau Veritas (India) Private Limited</p> <p>5.13.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.</p> | | | |
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| | <p>5.13.2 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (seven) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (seven) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 07 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above 07 days, then such bids shall be-considered.</p> <p>5.13.3 The methodology of inspection /verification of documents followed by the agencies is broadly as under but not limited to:</p> <p>(c) Oil India Limited will incorporate a relevant clause in the tender along with the list of empanelled inspection agencies where document verification pertaining to BEC/BRC of the tender is required. The prospective bidder will contact any of the empanelled inspection agencies against such tender. When prospective bidders approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially</p> | | | |
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| | <p>the requirements of BEC/BRC and list the documents to be verified. The inspection Agency shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. A copy of the Inspection Certificate shall be directly sent to the Concerned Tendering officer of OIL INDIA LIMITED, mentioned in the respective tender.</p> <p>(d) Verification of documents are normally categorised as under:</p> <p>➤ General Requirement:</p> <ul style="list-style-type: none"> • Check Bidder's PAN Card • Check Bidder's GST Certificate • Check ITR of company-last three years (minimum) • Check Bidder's Certificate of Incorporation-Domestic Bidder. <p>➤ Additional Documents: (If applicable against the tender)</p> <ul style="list-style-type: none"> • Joint Ventures Agreements-To Double-check with JV Partners • Consortium Agreements-To Double-check with Consortium Partners • Holding/Parent/Subsidiary Company-To check the notarized Share Holding pattern <p>➤ Technical Criteria</p> <ul style="list-style-type: none"> • Experience Proof -To check Original Work Order as per BEC/criteria • To check Company Name • To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too) • To check the Execution period • To Check the Completion Certificates-Letter of Appreciations of proper Execution • Reference contact verification and true copy verification | | | |
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| | <ul style="list-style-type: none"> Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies <p>➤ Financial Criteria</p> <ul style="list-style-type: none"> Check Audited Balance Sheet-Turnover as per BEC along with the bidder's compliance with respect to the following clause: <p>Considering the time required for preparation of Financial Statements, if the last date of the preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original bid closing date as per format'.</p> <ul style="list-style-type: none"> Check Net-Worth-as per BEC Check Notarization validity Check original audited Balance Sheet with scan copies. To check the Line of Credit, if incorporated in the tender. | | | |
| 6.0 | <p><u>PRICE EVALUATION CRITERIA:</u></p> <p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to bid evaluation criteria will be considered for further evaluation as per the price evaluation criteria given below:</p> | | | |

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| | <p>6.1 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.</p> <p>6.2 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.</p> <p>6.3 The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.</p> <p>6.4 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under Section-IV and the summarized price schedule format vide enclosed Proforma-B.</p> <p>6.5 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.</p> <p>6.6 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format as per 'Proforma-B'.</p> | | | |
| 7.0 | <p><u>GENERAL:</u></p> <p>7.1 In case bidder takes exception to any clause of bid document not covered under</p> | | | |

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| | <p>BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.</p> <p>7.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.</p> <p>7.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.</p> <p>7.4 <u>CUSTOMS DUTY:</u> In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @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.</p> <p>7.4.1 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.</p> <p>7.4.2 Note: Please note that in case of Import of individual items valuing upto Rs. 5 Lakhs and similarly for domestic goods upto Rs. 1 Lakh no EC will be issued by DGH. Bidders should take note and quote should be inclusive of the applicable Customs Duty and GST.</p> | | | |
| 8.0 | <p><u>PURCHASE PREFERENCE CLAUSE:</u></p> <p>Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries</p> | | | |

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| | <p>Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.</p> <p>8.1 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>8.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>8.3 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.</p> <p><u>8.4 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:</u></p> <p>Categorisation 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 31st June'2020 shall continue to be valid only for a period up to the 31st day of March, 2021.</p> <p>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:</p> <p>i. Udyam Registration Number with Udyam Registration Certificate.</p> <p style="text-align: center;">OR</p> <p>ii. Proof of registration with District Industry</p> | | | |
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| | <p>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 Adhar registration or registration with any other body specified by Ministry of MSME.</p> <p>Note: 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.</p> <p>8.6 Purchase preference Policy (linked with Local Content) (PP-LC).</p> <p>8.5.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2019 of MoP&NG shall be applicable in this tender (Annexure- XII enclosed).</p> <p>Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings/documents applicable for this policy.</p> | | | |
| 9.0 | <p><u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.</p> | | | |

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 requirements 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].

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 MOBILIZATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

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

31.0 FORCE MAJEURE:

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

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

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

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

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

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

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

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

the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

34.0 APPLICABLE LAWS:

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

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

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

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 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 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators. |

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

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. 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

TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT

1.0 INTRODUCTION

- 1.1 The present scope of work will cover hydro-fracturing of 10 (ten) nos. of wells (oil/gas) located in oil fields of Assam & Arunachal Pradesh within a time frame of 01 (one) year and 06 (six) months.

2.0 SCOPE OF WORK FOR HYDRAULIC FRACTURING

The work under this contract shall be executed in Three (03) phases for effective Hydrofracturing in 10 (Ten) Nos. of Oil/Gas wells in Company's Oil fields within a period of 01 (one) year and 06 (six) months commencement of contract.

NOTE: Initially 05 nos. of wells will be taken up for hydro fracturing operation. Depending on the performance of hydro fracturing operation on the initial 05 nos. of wells, the Company reserves the right to continue the contract for remaining 05 nos. of wells during the periodicity of the contract.

- 2.1. **Phase-I:** Study and Submission of Report
- 2.2. The Contractor shall carry out detailed study of minimum 30 nos. of Oil/Gas wells short listed by Company for finding out feasibility, recommendations and designing of Hydro fracturing job.
- 2.3. That Contractor shall send a team of experts to Company offices at Duliajan, Assam to review/collect the following geo-scientific data and reports but not limited to, to wells under study during Phase-I.
- a) 2D and 3D seismic data, hard and soft copies.
 - b) All Available open hole and cased hole logs recorded in the short listed wells.
 - c) Side-wall core analysis reports on lithology, porosity and fluid content of the wells under the study phase. However in the event of non-availability of the said data conventional core analysis data of offset wells may be reviewed.
 - d) Core Lab Test Data (Geo-mechanical studies), if available.
 - e) Well Data Notes: Well history of all the wells in soft/hard copies.
 - f) Available structural/Isopay maps.
 - g) Reserves/remaining producible volumes data
 - h) Drilling history ,Pressure and production data
 - i) Reservoir fluid and PVT data
 - j) Existing well completion data and Surface production facilities data
 - k) Well Test data

- 2.4 The Contractor shall carry out Candidate selection based on G&G, Production and Completion data. It shall include short listing wells based on but not limited to:
- a) Review of Geological depositional environment, structure and stratigraphy, and geological model provided by Company.
 - b) Petro physical interpretation model.
 - c) Reservoir properties like porosity, permeability, saturation layer thickness, shale barriers, distance to gas cap & aquifer, etc. based on borehole log data provided.
 - d) Reservoir production performance, individual well production performance, pre-fracture reservoir characterization and mechanical earth model (MEM).
 - e) Recoverable reserves and current water cut behavior. as per data provided
 - f) Delta Q (Minimum Incremental Production) to make fracturing economically prospective using analytical equations such as nodal analysis.
 - g) Completion data analysis to identify mechanical feasibility.
- 2.5 The Contractor shall rank these wells from most suitable to least suitable candidate well for Hydrofracturing job in accordance with candidate recognition study requirement. In the event of not finding required number suitable candidate well for Hydrofracturing among these 30 Nos. of wells, Company will provide a list of another set of wells for carrying out feasibility study of Hydro-fracturing job. The contractor has to carry out the additional study at no extra cost to OIL.
- 2.6 Based on the study, the Contractor will prioritize/rank the candidate wells with recommendations and the design basis for candidate wells. The Contractor shall associate Company team during the feasibility study, prioritizing/ranking of candidate wells and in preparing the design of hydraulic fracturing.
- 2.7 The recommendations will be submitted in the form of a Report on successful completion of the entire phase I study cum design. The Report (1 hard copy and 1 soft copy) shall provide the following but not limited to:
- a) Details of Data Review
 - b) Methodology adopted for the study
 - c) Screening criteria
 - d) Ranking/prioritizing and designing.
 - e) Recommendations for well preparation prior to mobilizing the equipment
 - f) Fracturing design including number of fracture stages, fracture half length and width
 - g) Prediction of pre-fracturing and post-fracturing production profiles after calibration
 - h) nodal analysis for suitable artificial lift mechanism post Hydro-fracturing jobs
 - i) Projection of incremental profit/loss post Hydro-fracturing job.

NOTE: In case non-availability of any specific data, the same may be assumed to the extent of realistic value for fracturing job design.

- 2.8 The Contractor shall engage qualified technical experts to evaluate and assess the candidate wells for Hydro-fracturing.
- 2.9 The Contractor shall Transfer skills to associated Company team during all phases of the study.
- 2.10 The Contractor shall adhere to the following time schedule for the completion of the Phase I “Study Phase”:

Table –1

| Completion milestone | Elapsed time frame from the date of start of the job |
|---|---|
| A) Collection of available G&G and Engg. data | Within 4 weeks of Issuance of LOA |
| B) Detailed study, selection of wells, prioritizing/ranking, design the Hydrofrac jobs and selection of artificial lift mechanism. Report preparation and presentation at Duliajan or through VC. | 12 weeks from Issuance of LOA (including additional wells supplied to contractor in case of wells found not suitable) |

- 3.0 **Phase-II:** Pre-fracturing well preparation, Mobilization and Execution of Hydro- fracturing.
- 3.1 The contractor shall suggest the required work over program including well completion with **packer** for preparing the wells for hydraulic fracturing. Any specific requirement for perforation, stimulation jobs like acid, solvent, scale removal etc. if required shall be mentioned in the proposed plan. **The final work over plan shall be approved by COMPANY.**
- 3.2 Retrievable **packer** of 10000 psi differential pressure rating with required tools/accessories as given below for its installation and retrieval has to be supplied by the contractor.
 - a) Specification of Permanent Retrievable Seal Bore Packer/Fracture Packer

| | |
|-------------------------------|-----------------------------|
| Suitable for setting depth of | 5000m |
| Casing size | 5-1/2 in, 20-23 ppf |
| Differential pressure | 10000 psi (above and below) |
| Temp rating | 250 deg F |
| Packer element | Nitrile/HNBR/ECNER |
| ID (MIN) | 3.00 in |
| Metallurgy | Minimum L-80 |

The packer shall be one trip hydraulic setting without any rotation or tubing movement. Straight pull release with Retrieving tool.

b) Sealbore Extension:

| | | |
|------------|---|--|
| Length | : | As required for Stabbing & Coverage of entire length of LTSA |
| Bore ID | : | 3.00 in |
| Metallurgy | : | Minimum L-80 |

c) Locator seal assembly

| | | |
|------------|---|---|
| Length | : | 6ft (min) of total seal units without space |
| ID | : | 2.375 in (min) |
| Top thread | : | 2-7/8, #6.5 VAM Top Box Pressure rating |
| | : | 10,000 psi differential |
| Metallurgy | : | L-80 |
| Bottom | : | Mule shoe |

d) Redress Kit for LTSA

3.3 The Contractor shall provide the necessary supervision for the proper installation of the packer in the well and subsequent successful testing of the packer utilizing Company provided rig and operating manpower of the rig.

3.4 The contractor shall retrieve the set packer successfully in case of packer failure* and then shall supply an additional new/redressed packer with setting tool and the same shall be successfully installed in the well under supervision of the contractor's service engineer utilizing Company provided rig and operating manpower of the rig at no extra cost to Company.

*Packer failure implies failure to hold test/ differential pressures post setting, Failure during Load test such as push pull test and/ or any other such test, and any other confirmatory test to ensure successful functioning of the packer which are not mentioned and any failure of job hydro-fracture job attributable to the packer.

3.5 The responsibility for the mobilization of resources of the Contractor shall lie with the Contractor. The information and planning in this regard will be reviewed by Company for execution as per plan.

3.6 Inspection of site prior to mobilization shall be done by contractor.

3.7 All handling equipment and logistic support like crane, trailer/truck, fork lifter etc. required for the project will have to be arranged by the contractor.

3.8 The contractor has to make its own boarding and lodging arrangements

along with the transport system for the mobilization/demobilization of its personnel.

- 3.9 Contractor to establish a temporary base camp near Field Headquarters of OIL for storage of equipment/materials/maintenance etc. All responsibility of storage and handling will be on the Contractor.

4.0 HYDRO-FRACTURING EQUIPMENT, TOOLS AND MATERIALS.

- 4.1 Contractor shall provide all required fracturing equipment, tools, materials etc. with their operating personnel necessary to perform the job.

- 4.2 The Contractor shall provide the following equipment, tools and materials but not limited to, for execution of the Hydro-fracturing job:

4.2.1 Fracturing Proppant

- a) The Contractor shall propose for suitable quantity and type of and 20/40 High Strength Proppant (HSP) or other HSP proppant size as per the feasibility study.
- b) Proppant specification shall follow API-RP58/ISO 13503
- c) The Proppant pallet and packaging shall be in IBC bags of 2200 lbs or 3200 lbs.

4.2.2 Fracturing Carrier Fluids

- a) The Contractor shall supply suitable Carrying fluids (mixed with suitable brine), having capability to carry, maintain & sustain proppant concentration within reasonable range during pumping & placing of proppant at minimum rate of 20 bpm.

Note: Pumping rate of proppant should be minimum 20 bpm. However the same should be adjusted in the field condition to avoid screen out. This should be observed by OIL representative during the field job and advice the contractor accordingly. Also in the study phase the contractor may look into the feasibility of carrying out slick water frac instead of linear gel based frac. However, OIL will decide whether linear gel frac or slick water frac will be adopted.

- b) The requirement is for cross linked fluids with minimum viscosity not less than 100cP at 100/s at BHT condition for 3 hrs.
- c) It must have capability to Delay cross linked control or temperature delayed.
- d) Shall be applicable up to 250 Deg F BHST and 15000 psi BHP environment.

- e) Shall be Capable to break at design temperature to <10cP at 170/s max in 2 hrs post placement time, without the need to have additional post treatment acid/solvent job.
- f) The fluids shall have internal breaker mechanism.
- g) The fluid shall be Compatible with formation, reservoir fluids and completion brine and with common additives such as surfactant, non-emulsifier, bactericide as required.

4.2.3 **Acid Stimulation (if required)**

- a) The contractor shall provide any acid or solvent fluids that might be required during these events which may include but not limited to:
Tubing pickle (weak 7.5% inorganic acid system)
Clay Stabilization
- b) The Contractor will be required to bid minimum Acid stimulation chemicals that may be required.
- c) The supply of Chemicals and recipe shall be under contractor's scope.

4.2.3 **Fracturing pumping equipment**

The Contractor shall supply the following items but not limited to for execution of the Job:

4.2.4.1 **Proppant Blender**

The Contractor shall supply on-the-fly proppant blender with following specifications:

- a) Blender capacity 0.5 to 20 PPA or up to 8500 lbs/min blending capacity
- b) Slurry discharge rate up to 25 bpm
- c) Dry additive system with interchangeable auger size to measure dry additive supply accurately.
- d) Liquid additive system that controls the additive rate accurately.
- e) Low pressure RA densitometer installed for measuring proppant concentrations accurately.
- f) Turbine/magnetic flow meter on the suction side and magnetic flow meter on discharge side to measure the rates accurately.

4.2.4.2 **Fracturing Pump Unit**

The Contractor shall supply Fracturing pumping Unit with following specifications:

- a) Maximum 04 (four) nos. of Fracturing Pumping unit skid mounted or truck trailer mounted, suitable for pumping corrosive and non-corrosive fluids pumps with a total HHP requirement of 6750.
- b) Remotely operated and equipped with emergency kill system.

- c) Equipped with pressure limiting system to pre-set maximum pressure.

4.2.4.3 **Storage and Mixing Tanks**

- a) The Contractor shall supply a total of 3000 bbls storage tank capacity (excluding dead volume) with each unit having a range of 400-500 bbls capacity (excluding dead volume).
- b) The tanks shall be capable of storing and mixing treated Fluids
- c) The tanks shall have Bottom outlet fitted with valves to control and connect with other pumping equipment.

4.2.4.4 **Treatment Control Unit (TCU)**

- a) The contractor shall supply Treatment monitoring cabin for command control center and data acquisition and recording of all critical job parameter (rate, pressure, concentration, density)
- b) The TCU shall be Equipped with fracturing acquisition and monitoring software that can deliver ascii files real time to frac. engineer laptop and shall be capable to accommodate up to 5 HP pump remote control panel.
- c) Shall be large enough to accommodate minimum 5 personnel inside the cabin with Proper air conditioning supply.
- d) Shall be Capable of real time display as well as memory recording and to deliver real time data to the city office should the local cellular data network coverage is available.

4.2.4.5 **High Pressure treating Iron**

- a) The contractor shall supply 3" 1502 WECO Hammer Unions, 15000 psi WP Iron to be used during fracturing operation having a Minimum of 100 ft length to allow single lines to be run to the rig floor along with chiksans, loops, Standard length pups and crossovers from 2" 1502 to 3" 1502 connections.

4.2.4.6 **Acid Storage Tanks**

- a) The contractor shall supply one (01) No. of 1000 gal capacity tanks properly lined for raw 32% HCl Capable of storing, pumping and transporting acid.
- b) **Centrifugal Pumps** The contractor shall supply suitable Nos. of centrifugal pumps, Capable of transferring and mixing of Completion and Treating fluids with Inlet and outlet connections preferably matching with Storage Tanks proposed and having Back-up supplies.

4.2.4.7 **Tree Saver/Wellhead Isolation Tool**

- a) The contractor shall supply 01 (One) set of suitable Tree Saver/Well Head Isolation Tool and system along with the spares and accessories for operating up to 15000 psi for 2 7/8" Tubing size 6.5 ppf, to fit standard API X-Mass tree of 5000/10,000 psi with 2 9/16" crown valve flange.
- b) The contractor shall ascertain flange connections and make necessary arrangements for suitable changeovers if required for proper connection.

4.2.4.8 **Electronic Pressure Transducer**

The contractor shall supply four (04) Nos of Electronic pressure transducer for measuring Annulus, tubing and casing pressures, Complete with back up transducer.

4.2.4.9 **Densitometer**

The contractor shall supply one (01) Low pressure densitometer (at blender) and one (01) High pressure densitometer at high pressure line.

4.2.4.10 **Safety shut – off and Pop-off system with overpressure shutdown provision**

The contractor shall supply one (01) set of Safety shut – off and Pop-off system with overpressure shutdown provision for high pressure line running to the well head and for annulus both, having Centralize electronic shutoff of pumps. Individual pumps shall also have their own overpressure protection system.

4.2.4.11 **Liquid additive system**

The contractor shall supply two (02) Nos. of Liquid Additives system Equipped with flow meter having Pump from the fluid storage container and discharge to the suction of a centrifugal pump, or the suction or discharge of a mixer.

4.2.4.12 **Sand bins/High Rate Sand Feeder**

- a) The contractor shall supply one (01) set of Sand bins/ High Rate Sand Feeder to feed proppant to blender during fracturing operation which will serve as sand storage facility at the well site.
- b) It shall be Capable to store and deliver the proppant amount as per the job design.

4.2.4.13 **Portable Laboratory Cabin**

- a) The contractor shall supply one (01) set of Portable Laboratory Cabin with

Fluid Lab to check fluid quality- complete with power supply including Viscometer, water analysis kit, pH meter, hot water bath, microwave oven for field QAQC.

4.2.4.14 **Communication Set**

The contractor shall supply Portable headsets to be used for two-way communication by various persons during the job. A minimum of 10 headsets to be provided with sufficient back up.

4.2.4.15 **Annulus Pumping**

The contractor shall supply one (01) No. of Pump unit with sufficient HP to meet the requirement to carry out pumping and maintaining pressure in the annulus.

4.2.4.16 **Spare part and working Container**

The contractor shall supply one (01) No of Spare part and working Container Sufficient part for field maintenance, equipped with hand tool, vice for working in the field.

4.2.4.17 **Additional equipment**

Additionally the contractor shall supply a Set of suction hoses and discharge hoses to interconnect up to 6 tanks with one another and up to 3 HP pumping equipment, with 100% back up for 20 bpm treatment rate. Total power requirement is 6750HP.

5.0 HYDRAULIC FRACTURE JOB EXECUTION AND SUPERVISION

The contractor has to perform fracturing operation as per frac design approved by Company and to achieve this:

- 5.1 Perform MiniFrac/Datafrac for data collection and incorporate them in main design.
- 5.2 Analyze diagnostic tests- determine excessive perforation and/or near well bore friction pressure, closure pressure, closure time, fluid efficiency and fracture gradient.
- 5.3 Perform fracture treatment as per design requirements and safety procedures and Ensure pumping optimal fracture treatment and design criteria are met.
- 5.4 Ensure display & recording of critical parameters (rates, pressures, additives injection etc.).

- 5.5 Provide field execution report upon job completion. Provide the chemical consumption report for job and payment will be made as per actual consumption.

6.0 MANPOWER

- 6.1 The contractor shall provide all required manpower for execution of Hydro-fracturing job that are technically qualified, competent & experienced personnel to carry out all activities related to Hydro-fracturing in professional manner following internationally recognized safe practices.
- 6.2 The Contractor's manpower shall have at least one Project Coordinator of requisite experience who will be the nodal officer for liaising with Company in regard to all the matters related to execution of the job.
- 6.3 The contractor shall furnish police verification report for the Indian national and copy of passport and visa for foreign national for obtaining IB clearance and subsequently issuing entry pass by Company. For expatriate personnel, the document must be submitted to Company minimum four weeks in advance.
- 6.5 All the key personnel to be deployed must have:
- a) Proficiency in Elementary first aid.
 - b) Fire prevention & fire fighting.
 - c) Communication skill both speaking and writing in English
- 6.6 The CV of the operating personnel to be deployed by the contractor should be submitted to Company within 30 days from issuance of LOA.

6.7 Experience of the Crew

The Experience of the crew shall be as given below: (Necessary documentary evidence in this regard has to be submitted by the contractor to Company prior to their mobilization for job execution)

a) Project Coordinator

- Minimum 10 years national/international fracturing stimulation experience in particular and production enhancement experience in general
- Office based at within India/Duliajan to liaise with Company regularly
- Acting as project manager for the whole campaign

b) Fracturing Engineer

- Engineering degree from reputable university
- Minimum 03 years experience on fracturing stimulation
- Office and field base

- Capable to do well candidate selection
- Capable to design fracturing job, real time analysis during execution and post treatment evaluation
- Capable to run fracturing simulator software

b) Fracturing Supervisor

- Minimum 3 years experience on fracturing stimulation
- Leading job execution and field safety aspect
- Coordinate overall job preparation and logistics

c) Fluid Lab Technician

- Minimum 3 years experience in fracturing stimulation
- Thorough practical knowledge on fracturing fluids and materials
- On the job fluids QAQC

d) Mechanic & Electronic Technician

- Minimum 3 years experience in fracturing stimulation equipment
- Performed routine maintenance during pre-job, execution and post job
- Maintain proper regular equipment maintenance report to be provided with each job tickets and monthly rental ticket
- Manage equipment spare parts minimum inventory at well site and order requirement

e) Completion Supervisor/Technician

Minimum 3 years of experience in installation of permanent packer, liner hanger, bridge plugs or equivalent well completion systems.

g) Assistance Supervisor, Pump and Blender Operator

- Minimum 3 years experience in fracturing stimulation
- Capable to run respective fracturing equipment

h) Helpers

- Minimum 2 years experience in fracturing stimulation
- Capable to run respective fracturing equipment

6.8 The contractor shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the contractor under this contract in respect of its personnel deputed under this contract as well as contractor's materials, equipment, tools and any other belonging of the contractor or their personnel during the entire period of their engagement in connection with this contract. Company will have no liability on this account.

- 6.9 The contractor shall agree that no day rate shall be paid for personnel deployed by the contractor for maintenance operations of their own equipment/tools.

7.0 Services from the contractor

- 7.1 Contractor will provide domestic lab support to conduct below basic lab test at no additional cost to Company:

- a) Proppant sieve analysis
- b) Acid solubility test
- c) Emulsion compatibility test
- d) Carrier fluid Rheology test with Model Fann 35 rheometer (At wellsite) and Model Fann 50 HPHT Rheometer or equivalent at base lab.
- e) Sand settling test
- f) Water analysis

- 7.2 The Contractor will also required to have regional lab support to conduct below test (as required) at no additional cost to Company, sample and materials for the lab test will be provided subject to availability by Company.

- a) Core pore-perm determination
- b) Core flood analysis to determine retained permeability
- c) XRD/SEM/EDAX analysis

- 7.3 The contractor shall demonstrate and submit sufficient documentation of required software as below:

- a) The contractor shall own and execute hydraulic fracturing software simulator that minimum can deliver below results:
 - i) Accurate modeling of Pseudo-3D fracture geometry growth in multiple zones.
 - ii) Numerical prediction within the fracture
 - iii) Fracture Optimization using Net Present Value (NPV)
 - iv) Fracturing fluid selection advisor module
 - v) Analysis of treatment parameters
 - vi) Design and evaluation of any fracture simulation
 - vii) Design sensitization to various condition of Pumping rates schedule and job volume YM, Poisson Ratio, Insitu stress and stress contrast, Spurt, Permeability and leak-off, proppant type and fluid type
- b) The contractor will also need to have fracturing simulator software that can be integrated to reservoir 3D model and run simulation for natural fissures model.
- c) The contractor shall be required to provide software simulated results for Candidate Selection, Formation Damage, Fluid Selection, Pumping Schedule, Drawdown and Scale prediction prior to execution of each job.

- 7.4 Carry out the operations with diligence in a safe workmanship like manner and in compliance with standard international Oil field practices along with all Indian Safety Regulations in force like DGMS, OISD etc. Comply with HSE policy, and also with all local and regional environmental, pollution, occupational health, safety, and other legislative requirements.
- 7.5 Keep and furnish to Company an accurate record of the work performed on a daily progress report format acceptable to Company.
- 7.6 The equipment shall be manned by technically qualified and experienced personnel of Contractor.
- 7.7 Comply with all Indian Rules and Regulations and Acts pertaining to Oil Field operations e.g. Oil Mines Act and all National Enactments including labor law/minimum wage act etc.
- 7.8 The contractor's and Company's responsibilities shall be as per the Matrix of Responsibilities provided in the bid document/Contract at Appendix I.

8.0 POST TREATMENT ACTIVITIES

- 8.1 The contractor has to Analyze hydraulic fracture treatment data (net pressure matching etc.), advise and monitor post-frac well flow back.
- 8.2 Suggest post job activities like CTU cleaning, flow back monitoring, post job nitrogen activation. (CTU and NPU to be provided by COMPANY.)
- 8.3 Provide a comprehensive report of all related treatment data and fracture operations. Review the fracture operations and post fracture treatment analysis, lessons learnt and to present the results of the fracture treatment to Company.

9.0 ENVIRONMENTAL AND SAFETY REQUIREMENTS

- 9.1 Contractor shall at all times maintain the surfaces of the well site in good condition, shall conduct all operations so as to prevent damage to the environment and reduction in bearing capacity and drainage capability of the top soils at the well site and shall maintain the well site free of all wastes. Contractor shall give due consideration to the need to avoid surface spillage of any kind around the location.
- 9.2 The contractor shall take all necessary measures so as to protect the personnel, work and facilities and shall observe all safety rules and regulations in force. No smoking and flames shall be permitted at the well site. No hot job will be carried out while working in hazardous areas without written hot work permit from the Company.
- 9.3 The contractor would facilitate Company to deal with any emergency

situation i.e. blow out etc. as per the demand of the occasion. The contractor shall report to Company immediately, any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and to immediately take emergency control steps to avoid any abnormal situation.

- 9.4 The contractor is required to provide protective clothing and PPEs to each of their employee before deployment on well site.

10.0 REPORTS

- 10.1 The following duly signed reports are to be submitted by the contractor to Company at no additional cost to Company. The following report formats should be submitted to Company after the LOA for approval/modifications (if required) by Company:

- a) Daily Service report (DSR) giving all the details.
- b) Successful **Packer** setting and test report
- c) Pre and Post job reports
- d) Daily equipment status report.
- d) Occurrence and report for major incidents.
- e) Well wise Chemical/consumables consumption report.
- f) Comprehensive post job report including post job suggestions.

- 10.2 Daily service report should be prepared for all the days when the equipment and or the personnel are available at work site by the Contractor's representative and the all the reports should be signed by Company representative and should indicate the satisfactory performance/breakdown period. A copy of the same shall be submitted with invoice of the relevant period. The time of start of operation and finish of operation should be mentioned in DSR.

- 10.3 Any unusual occurrence noticed, breakdown and accident etc. should be reported immediately with available mode of communication followed by written confirmation.

11.0 Deleted

12.0 TERMS OF PAYMENT TO THE CONTRACTOR

- 12.1 If operations could not be started due to short supply of units/equipment/chemicals/personnel or other consumables if any, no payment will be made in respect of equipment, units, tools/personnel of the contractor until all the remaining equipment/units/tools/ personnel have been delivered.

- 12.2 Company agrees to pay the Contractor for work performed /services rendered and material/equipment supplied and personnel deployed by the contractor as per the Scope of Work, a sum computed at the rates specified in the price schedule of Contract. The rates payable shall be firm during the entire contract period, including extension period, if any.

| Responsibility Matrix – Hydraulic Fracturing of 10 Nos of Oil/Gas Wells | | | |
|--|---|-----------------------|-------------------|
| NO | DESCRIPTION | RESPONSIBILITY | |
| | | COMPANY | CONTRACTOR |
| 1 | Project General | | |
| 1.01 | Preparation of Location and Access Roads | X | |
| 1.02 | License and Permits to access location | X | |
| 1.03 | Provision of Drilling/workover rig services including operating manpower, site office | X | |
| 1 | Provision of : Tubular (Tubing-Completion) and Well Head Equipment (Excluding Tree Saver) | X | |
| 1 | Well Completion Plan | | X |
| 16 | Approval of well completion plan | X | |
| 10 | Supply & Installation of Packer, assembling, R/I instructions, settings, redressing, milling or retrieval instructions (if required) including trained manpower and tools for setting and retrieval, Workover outfit to be provided by OIL. | | X |
| 1 | Providing equipment, chemicals and services for acid, solvent, clay stabilization etc. (if required) | | X |
| 1 | Provision for Wire line Services for logging and Perforation. | X | |
| 1 | Provision of raw operational Water for fracturing | | X |

| | | | |
|----------|--|----------|----------|
| 10 | All frac equipment, execution and supervision of frac job including manpower | | X |
| 1 | Suggestion for Well Testing and flow back | | X |
| 1 | Suggestion for Flowback plan | | X |
| 1 | Provision of Contractored tubing including operating manpower | X | |
| 1 | Supply of Proppant and all Fracturing Chemicals | | X |
| 1.16 | Mobilization & installation of Tree Saver/Wellhead Isolation Tool including trained manpower | | X |
| 1 | Pre Hydro Frac Operation Well Control Liability | X | |
| 8 | Environmental/Clean Up Liability (Disposal upto pit at wellsite) | | X |
| 2 | Preparation of Fracturing Program | | |
| 2 | Review of Existing Data | | X |
| | Providing Production and Completion data | X | |

| Responsibility Matrix – Hydraulic Fracturing of 10 Nos of Oil/Gas Wells | | | |
|--|--|-----------------------|-------------------|
| NO | DESCRIPTION | RESPONSIBILITY | |
| | | COMPANY | CONTRACTOR |
| 1 | Project General | | |
| | Data | | |
| 2.1.2 | Providing Existing Open Hole and Cased Hole Log Data | X | |
| 2.1.3 | Well Test Data | X | |
| 2.1.4 | Interpretation of the data | | X |
| 2.1.5 | Providing Core and fluid samples for lab test as per availability | X | |
| 2.1.6 | Laboratory tests as required | | X |
| 2.2 | Preparation of Hydrofrac program | | X |
| 2.3 | Approval of Hydrofrac Program | X | |
| 3 | Operations | | |
| 3.1 | Security of the Contractors equipment at the well site | | X |
| 3.2 | Medivac, if any by Road | | X |
| 3.3 | Firefighting facilities at the site | X | |
| 3.4 | Disposal pit at Well Site | X | |
| 3.5 | Trucks & Crane with trained manpower | | X |
| 3.6 | Adequate Lighting for Operation | | X |
| 3.7 | Waste transportation and Disposal upto pit | | X |
| 3.8 | Provision for Diesel Supply at the site for frac jobs and contractor's equipment/units | | X |
| 3.9 | Storage of chemicals and proppant | | X |
| 3.10 | Camp : Accommodation and Catering for all Contractor personnel | | X |
| 3.11 | Mobilization of the Contractor Personnel to the Rig/wellsite | | X |
| 3.12 | Infield Transportation of Contractor Personnel | | X |
| 3.13 | Infield Transportation- Contractors Equipment and materials | | X |

ANNEXURE-I TO TOR

GENERAL DESCRIPTION OF FIELDS

I. GREATER NAHORKATIYA FIELD

Nahorkatiya oilfield is one of the oldest oilfield of OIL discovered in 1953. The major reservoirs of Nahorkatiya oilfield are Barail sandstone of Oligocene age, which were deposited in a non-marine, fluvial deltaic environment. The Barail sandstones within argillaceous section have been subdivided into four major sand groups viz. first to fourth whereas arenaceous section consists of the fifth sand, which is extensively developed. Oil and gas reservoirs have also been identified in overlying Tipam sands of Miocene age. The oilfield is affected by a number of sub- surface faults. Structurally, it has three independent accumulation areas viz. Nahorkatiya Main, Zaloni and Madhuting-Tipling separated by major faults and intervening lows. The predominant drive mechanism in Barail Fourth and Fifth sand reservoirs is bottom water drive whereas other sands are producing with partial edge-water/depletion/gas-cap/combo drives. Pressure maintenance schemes viz. crestal gas injection and peripheral water injection were initiated in the field in early seventies.

- 1.2 In most of the reservoir blocks, which have been subjected to fairly long duration gas/water injection schemes, oil recovery has been in the range of 30-50%. Besides gas and water injection, polymer flooding followed by water flooding operation has been carried out in one of the reservoir.
- 1.3 The Tertiary sediments in the Upper Assam Shelf Basin ranges from 3.6 to more than 7.0 km, and include shallow marine Paleogene and continental Neogene and younger sediments overlying a granitic basement. The generalized stratigraphic succession of Upper Assam basin is given in Figure-1.

| CHRONO-STRATIGRAPHY | AGE (Ma) | FORMATION | THICK. (m) | LITHOLOGY | SOURCE | RES | SEAL | OIL & GAS | |
|-----------------------------|----------|------------------------------|------------|-----------|----------------|-----|------|-----------|---|
| QUATERNARY | 2.0 | ALLUVIUM | 500-1000 | | | | | | |
| NEOGENE | 5.1 | DIEKAULI NAHANG | 250-550 | | | ★ | ★ | ★ | 1. TOC : 0.9 - 6.1% VRo : 0.6 - 0.85% KEROGEN : TYPE - III & II |
| | | NAZIRA SST. | 20-580 | | | | | | |
| | | DIRUJAN CLAY | 50-2300 | | | | | | |
| | | TIPAM SANDSTONE | 400-1500 | | | ★ | ★ | ★ | |
| PALEOGENE | 11.3 | | | | | | | | 2. TOC : 2.3 - 9.8% VRo : 0.50-0.65% KEROGEN : TYPE - III & II LEGEND |
| | 14.4 | | | | | | | | |
| | 24.6 | BARAIL COAL-SHALE UNIT | 50-500 | | ★ ² | ★ | ★ | ★ | |
| | 32.8 | BARAIL SST. UNIT (MAIN SAND) | 50-500 | | | ★ | ★ | ★ | |
| | 38.0 | KOPILI | 100-450 | | ★ ¹ | ★ | ★ | ★ | |
| | 42.0 | SYLHET LIMESTONE | 50-225 | | | | | | |
| | 50.5 | | | | | | | | |
| | 54.9 | TURA SST. (BASAL SST) | 20-200 | | | ★ | ★ | ★ | |
| | 60.2 | | | | | | | | |
| | 65.0 | | | | | | | | |
| CRETACEOUS | | | | | | | | | |
| PRECAMBRIAN BASEMENT | | | | | | | | | |

(A) Nahorkatiya Main Area

- 1.4 Nahorkatiya is a high relief E-W trending faulted anticlinal structure covering an area of about 30 sq. kms and with a vertical closure upto 200 metres. The closure is provided by a major fault system to the north and the dip provides closure on the other side. A number of faults trending northeast to southwest locally separate the fields into distinct compartments.
- 1.5 The major reservoirs of Nahorkatiya field are sandstones of Barail group of Oligocene age which were deposited in fluvial environment. The Barail group has been locally subdivided into separate reservoirs named as 1st, 2nd, 3rd and 4th/5th sand sequentially from top to bottom; the first four being the channel sands within a primarily argillaceous group and the fifth sand being the arenaceous group with thin clay/shale inter-beds. Reservoir horizons have also been identified in the overlying Tipam formation of Miocene age in parts of the field.
- 1.6 A large number of wells are producing from geologically complex reservoirs. Reservoir drive mechanisms vary from reservoir to reservoir ranging from strong aquifer drive or gas-cap expansion drive to weak edge water and solution gas drive. Most of the reservoirs have been producing primarily under natural depletion. In the individual reservoirs where initial pressure support has been weak, reservoir pressure maintenance through water and gas injection have been resorted to and these measures have contributed to additional oil recovery. The depth of Barail pay sands varies between 2650 m to 3100 m. Around 207 wells have been drilled in this field as on date at an average well spacing of 400 m and around 49.6 MM m³ of oil has so far been produced. The current production from this Area is around 353 m³/day oil and 370 m³/day water with average GOR of around 546 m³/m³. The wells are completed with 5.1/2" production casing and 2.7/8" tubing strings. Intermittent gas lifting is the main method of artificial lifting although other lift techniques (rod pump, hydraulic pump, submersible pump etc) have also been tried out on a limited scale with varied results. Out of the pumping techniques, rod pumping appears to have highest potential use, particularly in the oil-water producers.

(B) Zaloni Area

- 1.7 The Zaloni area is situated on a dome like anticlinal structure whose crest is elongated in a northeast to southwest direction. Zaloni area is situated to the immediate northeast of Nahorkatiya oilfield and is bounded in the northwest and southeast by ENE to WSW trending faults. These faults are the northeast extension of the fault system which forms the northern boundary of the Nahorkatiya field. The field covers an area of about 25 sq. kms with a vertical closure of upto 150 metres. The major reservoir units of the Zaloni area are Barail Sandstone group of Oligocene age with flood plains/delta front origin. The Barail group has further been subdivided

into several reservoir units such as 1st, 2nd, 3rd, 4th and 5th sands (sequentially from top to bottom) under similar depositional environments as in case of Nahorkatiya oilfield. Reservoir horizons have also been identified in overlying Tipam formation of Miocene age.

- 1.8 The initial natural reservoir drive mechanisms have been similar to those as Nahorkatiya oilfield and wherever required these have been supplemented by gas and water Injection. The depth of hydrocarbon bearing Barail Sandstone reservoir varies between 2500 to 2800 m.
- 1.9 Till date, around 74 wells have been drilled within this area with approximate 400 m spacing and around 18.7 MM m³ of oil has been produced so far. The current production from this field is around 155 m³/day oil and 721 m³/day water with average GOR of around 693 m³/m³. The wells are completed with 5.1/2" production casing and 2.7/8" tubing strings. Intermittent gas lifting and rod pumping are the artificial lift methods employed in the wells.

(C) Madhuting-Tipling Area

- 1.10 The Madhuting-Tipling Area is divided by a major fault (F4-F4) which separates from the Zaloni structure. Another NE-SW trending fault (F5-F5) further divides the Madhuting-Tipling structure into two separate blocks (Block-A and Block-B). A prominent low trending almost E-W bounds the structure to the south which takes a northwesterly swing towards west in the southwestern corner. This low trend separates the Madhuting-Tipling structure from the Nahorkatiya structure to the southwest. Structurally, the Madhuting-Tipling structure is an elongated faulted anticline plunging towards east-southeast. The field covers an area of about 16 sq. kms with a vertical closure of upto 100 metres. The major reservoir units of the Madhuting-Tipling are Barail 1st Sandstone group (oil) of Oligocene age and Upper Tipam (gas-condensate) of Miocene age.
- 1.11 Till date, around 22 wells have been drilled within this area with approximate 400 m spacing and around 2.1 MM m³ of oil/condensate has been produced so far. The current production from this field is around 36 m³/day water and 43 MScumd Gas. The wells are completed with 5.1/2" production casing and 2.7/8" tubing strings.

II. GREATER JORAJAN FIELD

- 2.1 The Oligocene-Miocene within the Greater Jorajan oilfield in OIL's operational area of Upper Assam is a well proven hydrocarbon play and has been on commercial production since early '70s. The field, which was adequately covered by 2D seismic, comprises of 7 anticlinal structures/elongated domes viz. Jorajan, Nagajan, Kathalguri, Langkasi, Santi, Jaipur and Tarajan ranging in size from 8 to 20 sq. km.
- 2.2 The field is located, geologically, in the early Tertiary shelf and shelf edge

of the Assam-Arakan Basin. The geological history of the area is complicated and formation of all the structures of the field appear to be as a result of lateral compression, modified by normal and thrust faulting. The lithology of the Oligocene formation (Barails) is predominantly sandstone with subordinate shale and includes fine to medium sandstone, carbonaceous shale and thin coal seams deposited under deltaic environment. By early Miocene time, epeirogenic uplift caused regression and produced an erosional unconformity at the top of Barail sediments. The overlying Miocene formation (Tipams) sandstones comprises of fine, medium and coarse grained sandstones separated by subordinate beds of grey to bluish grey shale deposited under fluvial environment, and Girujan formation consists of mainly mottled clay with subordinate sandstone beds.

- 2.3 The area is affected by mainly NE-SW trending normal faults. The trend of these faults conforms to the general tectonic trend of the basin. Hydrocarbon bearing reservoir units in the field are confined to Miocene and Oligocene formations located within depths of 2200 to 3500 m. The major oil reserves are confined to Oligocene sandstone reservoirs and Miocene sandstone reservoirs. The Oligocene formation is locally known as Barail Group (sub groups: 1st, 2nd, 3rd, 4th+5th), and the Miocene formation as Tipam Group. The Tipam Group is sub-divided into four subgroups viz. Basal, Lower, Middle and Upper Tipams. The field has been sub-divided into 100 reservoirs of which 40 have STOOIP more than 1 MM std m³. The recovery from this oilfield, till date, is just >10% of STOOIP in over 35 years of production.
- 2.4 Reservoirs of Miocene sandstone are characterized by early breakthrough of formation water, sand ingress, reduction in near wellbore permeability due to structural expansion and migration of fine clays and sand particles. Paraffin deposition in the tubing is another major production problem. Additionally, fresh water injection causes severe destabilization due to ion exchange between injected water and native clays thus reducing the injectivity. The upper part of the Miocene sandstone contains water sensitive smectite and smectite chlorite clays with subordinate kaolinite and minor illites whereas the lower part contains kaolinite with subordinate smectite and illite/chlorite.
- 2.5 The initial natural reservoir drive mechanisms have been combination of Bottom water, solution drive, gas cap expansion etc. and wherever required these have been supplemented by water Injection. Practically in all the areas, initial reservoir pressure is hydrostatic (0.434 psi/ft). The geothermal gradient is about 1 degree F/100 ft. The depth of hydrocarbon bearing Barail Sandstone reservoir varies between 3000 to 3500 m whereas Tipam sandstone depth varies from 2200 m to 2900 m.
- 2.6 So far, around 280 wells have been drilled and completed in this oilfield since the start of its regular production in 1971. The current production from this field is around 370 m³/day oil and 476 m³/day water with

average field GOR of around 3039 m³/m³. The wells are completed with 5.1/2" production casing and 2.7/8" tubing strings. Intermittent gas lifting and rod pumping are the artificial lift methods employed in the wells. Paraffin deposition in well tubing is a major production problem, which reduces productive capacity.

III) **GREATER SHALMARI**

3.0 The Shalmari anticlinal structure at Oligocene level is a three way closure controlled by a major fault. The Shalmari structure at Oligocene level is bisected into two fault blocks by a NE-SW trending fault. The structure is bounded on the east by a NE-SW trending fault hading towards south east. The reservoir is a fluvial channel deposit with the channel axes mostly running from ENE to WSW and sometimes from west to east.

3.1 The Shalmari Field is located towards southwest at a distance of around 35 km from Duliajan. Hydrocarbon in Shalmari field was discovered in 1986. Oil production in the area is mainly from Oligocene Formation and few wells are producing from Eocene Formation also. Presently, Shalmari area is contributing around 500 m³/d oil, 664 m³/day water with average field GOR of around 277 m³/m³ and cumulative oil production has been 6.2 MM m³.

IV) **MORAN OILFIELD**

4.0 Moran Oilfield consists of seven structures consist of Moran, Dikharipathar, Borbhibil, Lakwagaon, Dikharipathar, Thowra and Khatkhati. So far, around 125 wells have been drilled and completed in this oilfield since the start of its regular production in 1963. The current production from this field is around 325 m³/day oil , 398 m³/day water with average field GOR of around 554 m³/m³.

4.1 Moran structure is situated to the Southwest of NHK Main structure and is ocated around 60 km towards Southwest from Duliajan. The presence of hydrocarbon was established during 1956 from the Barail formation. The structure at Baraillevel is predominantly a narrow dome like feature bounded by two sub parallel roughly EW trending faults

V) **GREATER HAPJAN OILFIELD**

5.0 Greater Hapjan Oilfield consists of seven structures in which Makum-North Hapjan is one of the prolific oil producing area of OIL's operational Area. Makum- North Hapjan structure is a faulted anticline, about 35 sq. km in size at the Barail Arenaceous Top level, with the major axis of the structure trending in NE-SW direction. A collinear series of normal faults divides the structure into the Makum and North Hapjan structure. Additionally, a number of NE-SW trending normal faults of limited lateral continuity bisects the structure at the Oligocene (Barail Arenaceous) level. Furthermore, two NE-SW trending major faults are present in the

northwest and southwest extremities of the structure

- 5.1 Makum-North Hapjan Oilfield, discovered in 1984. So far, around 162 wells have been drilled and completed in this oilfield. The current production from this field is around 3956 m³/day oil and 2050 m³/day water with average GOR of around 250 m³/m³ through around 92 producing wells [Horizontal (20) and vertical wells (72)] from the Oligocene Sand reservoir with around 50% contribution from the horizontal wells. Initial reservoir drive mechanism have been combination of bottom water & gas cap expansion.
- 5.2 The verticals wells are completed with 5.1/2" production casing and 2.7/8" tubing strings. The wells are on self-flow with some of the wells completed with gravel pack due to sanding problems.
- 5.3 The horizontal sections are completed with 400-m of 4" slotted liner with 2.7/8" tubing.

VI) **Eocene Oilfields**

- The Eocene Field is one of the major oil fields within the operational area of Oil India Limited in Upper Assam basin. Some of them are Greater Dikom, Greater Tenghakhat, Greater Kathaloni, Bhogpara Oilfields, Greater Chandmari etc. located around 20-60 km from Duliajan. The areal extent of this field varied from 3- 50 Km². These areas in Upper Assam – Arakan basin has undergone a series of extensive tectonism from the time of rifting and drifting phase in Cretaceous period till the major tectonic event of evolution of basement ridge and Himalayas in Miocene. Most of the identified oil traps are found to be horst-graben related closures from the Deeper Eocene reservoirs from a depth of about 3500-4500 m depth. The most of the producing Eocene sands are about 3-10 m thick with average well depth: 3600 m. The major oil reserves are confined to Eocene sandstone reservoirs locally known as Lakadong and Langpar formations. The Lakadong sandstone is further divided into Lower, Upper and Heterogeneous sub- groups. Commercial oil was established in Dikom area in 1990 through drilling of first well in Dikom structure and so far, 100 - 200 wells have been drilled in the Eocene Fields. The lower sand group reservoir consists of fine to medium grained sandstones with interbedded shale, claystone and carbonaceous shale. The sands are well developed in the fields. Thickness of individual sand lies within this group varies from 4.0 to 10.1 m with porosity ranging from 12-18%.
- The upper sand group is separated by a marshy facies (consisting of coal and carbonaceous shale) from the underlying lower sand group. Thickness of individual sand lying within upper sand group varies from 0.9 to 4.3 m with porosity ranging from 10-18%. The thickness of sand is more or less uniform in this sand group of reservoir. This Sand has relatively higher clay content or are finer grained leading to reduction in resistivity readings in the hydrocarbon bearing sand bodies.

- The heterogeneous sand group thickness ranges from 5.5 m to 22 m with porosity ranging from 2-20%. This group consists of highly heterogeneous and calcareous sands of varying thickness. Porosity of these sands varies widely and is controlled by amount of calcareous cement/matrix.
- 6.1 Current production from these fields is between 290-2080 m³/day oil and 650- 900 m³/day water with average field GOR of between 167-1092 m³/m³. These fields have so far produced in excess of 39.7 million m³ of oil. The initial reservoir pressure was 395-430 kg/cm² (45 kg/cm² above hydrostatic) and the current reservoir pressure varied from 250 - 300 kg/cm².

VII) **SATELLITE FIELDS**

- 7.0 OIL also operates in the small fields called Eastern Satellite, Western Satellite and Small Central Fields which are within the radius of 20-60 Km from Duliajan. The reservoirs are in the Oligocene, Miocene and Lower Eocene-Paleocene formation. The areal extent of the structures ranges from 1.0 sq Km to 5 sq.Km. The depth of the reservoir in these fields varies from 2200-4500m.
- 7.1 The Eastern Satellite Field has accumulation in around 6 structures mostly exploratory in nature and have produced 0.64 MMm³ of oil. The current production from the Eastern satellite field is around 64 m³/day oil, 85 m³/day water with GOR of 671 m³/m³.
- 7.2 The Western Satellite Fields has accumulation in around 15 structures mostly exploratory in nature and have produced 1.04 MMm³. Most of the structures have reservoirs of Oligocene and Miocene/Paleocene age. Currently, producing oil @164m³/d, 17 m³/d of water with GOR of 389 m³/m³.
- 7.3 The Central Small Field has around 15 structures which are mostly developing/developed in nature. The field has produced 4.48 MMm³ of oil. Currently producing around 812 m³/day oil with 478 m³/day water and GOR of 2221 m³/m³.

VIII) **DATA AVAILABILITY**

- 8.0 The following data will be made available for use by the Consultant:
 - Seismic data (both 2D and 3D)
 - Well Data Notes: Well history of all the wells in soft/hard copies (More than 585 wells).
 - Drill cutting sample logs in hard copies.
 - Basic wireline logs (DIL, DLL-MSFL, SP, GR, CDL-CNL and Sonic) in LAS/LIS format – Available for more than 90% of the wells.

DSI/WSTT logs - 135 wells, Triple Combo-4 wells

- CBL and/or CBL-VDL/Cast-V/USIT logs of the wells – available in hardcopies.
- NGS logs in LAS/LIS format for the following wells:
- VSP data available in the following wells.
- Petrographic data: 7 wells
- SEM-XRD Data: 20 wells:
- Gas chromatography data available in almost all wells.
- Volumetrically estimated Hydrocarbon volumes-in-place and reserves.
- PVT and crude oil/gas components/analysis data are available in key wells.

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| ▪ Greater Nahorkatiya Field : | 70 wells |
| ▪ Greater Jorajan Field : | 30 wells |
| ▪ Greater Shalmari Field: | 03 wells |
| ▪ Eocene Fields | 08 wells |
| ▪ Satellite Fields | 15 wells |

- Conventional core and Special Core Analysis (SCAL) data of key wells.

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| ▪ Greater Nahorkatiya Field : | 20 wells |
| ▪ Greater Jorajan Field : | 11 wells |
| ▪ Greater Shalmari Field: | 01 wells |
| ▪ Eocene Fields | 20 wells |
| ▪ Satellite Fields | 13 wells |

- Pressure transient test data are available in key wells.

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| ▪ Greater Nahorkatiya Field : | 22 wells |
| ▪ Greater Jorajan Field : | 51 wells |
| ▪ Greater Shalmari Field: | 21 wells |
| ▪ Eocene Fields | 04 wells |
| ▪ Satellite Fields | 25 wells |

- Well test, perforations, and completion data available in digital format.
- BHP and BHT, Pressure–Production and Produced water salinity data available in digital format.
- Reports of various studies for the above fields and reservoirs.

end of section - II

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.

| Sl. | GCC Clause No. Ref (if any) | | Clause Descriptions |
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| 1. | GCC clause no. 1.0 | Definition | <p>Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:</p> <ul style="list-style-type: none">i. “Equipment” means equipment required for Hydro-fracturing operation as listed in the Contract.ii. “Base” means where the Contractor will establish camp for their equipment and personnel. The Contractor has to carry out maintenance for the equipment in the base camp.iii. “Operating Area” means those areas in Assam where Hydrofracturing Operation will be carried out.iv. “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.v. “Company’s items” means the equipment, materials and services, which are to be provided by company at the expense of company.vi “Contractor’s items” means the Hydro-fracturing Equipment, materials and services, which are to be provided by Contractor to carryout the job satisfactorily, which are listed in |

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| | | | <p>section under terms of reference and technical specifications.</p> <p>vii. “Commencement Date” means the date of Completion of Mobilization as per clause 2.2 of GCC.</p> <p>viii. “Contractor’s personnel” means the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor to conduct operations hereunder.</p> <p>ix. “Contractor’s representatives” means such persons duly appointed by the Contractor to act on Contractor’s behalf and notified in writing to the company.</p> <p>x. “Day” means a calendar day of 24 (Twenty Four) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.</p> <p>xi. “Approval” as it relates to Company, means written approval.</p> <p>x. “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 “Certificate of Completion” means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.</p> <p>xi. “Hydro-fracturing Operation” means all operations required to be carried out pursuant to this contract.</p> |
| 2. | GCC clause no. 1.2.25 | Mobilization | <p><u>PROJECT SCHEDULE</u></p> <p><u>PHASE-I: STUDY AND SUBMISSION OF REPORT</u></p> <p>During Phase-1, the contractor shall</p> |

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| | | | <p>complete collection of available G&G and Engg. data within 04 (four) weeks from the date of issuance of LOA. Simultaneously, the contractor shall complete submission of detailed feasibility study, selection of wells, prioritizing/ranking, designs the Hydro-fracturing jobs and selection of artificial lift mechanism. Report preparation and presentation at Duliajan or through VC including suggestions for well preparation which is mutually agreed by the contractor and Company prior to execution of Hydro-fracturing for the first set and additional well data as per 2.5 of section-II (TOR/SOW) within 12 (twelve) weeks from the date of issuance of LOA.</p> <p><u>PHASE II: MOBILIZATION FOR FIRST 05 NOS. CANDIDATE WELLS</u></p> <p>During phase-II of the contract, the mobilization of equipment, personnel etc. (including packers and accessories) including all chemicals as mentioned in Section-II should be completed by Contractor within 180 days from the date of issuance of LOA.</p> <p><u>PHASE-III: MOBILIZATION FOR REMAINING 05 NOS. CANDIDATE WELLS</u></p> <p>During phase-III of the contract, the mobilization of equipment, personnel etc. (including packers and accessories) including all chemicals as mentioned in Section-II should be completed by Contractor within 180 days from the date of issuance of Mobilization Notice.</p> |
| 3. | GCC clause no. 4.3 | Duration of contract | This CONTRACT shall remain valid for a period of 01 (One) Year 06 (Six) Months from the date and time of commencement. |
| 4. | GCC clause no. 25.0 | Inspection | Mobilization shall be deemed to be complete when all equipment and personnel as mentioned in the scope of work and technical specifications section are placed at the nominated location in readiness to undertake Hydro-fracturing operation. The Contractor shall intimate the Company in writing of their readiness to commence |

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| | | | work. The Company representative will start inspection of the mobilized equipment jointly with Contractor's personnel within 05 (Five) working days of intimation from the contractor. After inspection of compliance of tender requirements, Company will certify completion of mobilization. Date of certification of mobilization by the company's representative shall be treated as the date of completion of mobilization. |
| 5. | GCC clause no. 10 | 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. |
| 6. | GCC clause no. 27.0 | Terms of Payment | <p>If operations could not be started due to short supply of units/equipment/chemicals/personnel or other consumables if any, no payment will be made in respect of equipment, units, tools/personnel of the contractor until all the remaining equipment/units/tools/personnel have been delivered.</p> <p>Company agrees to pay the Contractor for work performed/services rendered and material/equipment supplied and personnel deployed by the contractor as per the Scope of Work, a sum computed at the rates specified in the price schedule of Contract. The rates payable shall be firm during the entire contract period, including extension period, if any.</p> |
| 7. | GCC clause no. 27.0 | Submission of Reports/Invoice | <p><u>REPORTS/INVOICES</u></p> <p>The following duly signed reports are to be submitted by the contractor to Company at no additional cost to Company. The following report formats should be submitted to Company after the LOA for approval/modifications (if required) by Company:</p> <ul style="list-style-type: none"> a) Daily Service report (DSR) giving all the details. b) Successful Packer setting and test report |

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| | | | <p>c) Pre and Post job reports</p> <p>d) Daily equipment status report.</p> <p>g) Occurrence and report for major incidents.</p> <p>h) Well wise Chemical/consumables consumption report.</p> <p>i) Comprehensive post job report including post job suggestions.</p> <p>Daily service report should be prepared for all the days when the equipment and or the personnel are available at work site by the Contractor's representative and all the reports should be signed by Company representative and should indicate the satisfactory performance/breakdown period. A copy of the same shall be submitted with invoice of the relevant period. The time of start of operation and finish of operation should be mentioned in DSR.</p> <p>Any unusual occurrence noticed, breakdown and accident etc. should be reported immediately with available mode of communication followed by written confirmation.</p> |
| 8. | GCC clause no. 28.0 | Agent Commission | <p>Bidder to be guided by GCC clause no. 28 along with an undertaking to be provided stating as under:</p> <p>[Contractor have confirmed 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]</p> |
| 9. | GCC clause no. 14.0 | Insurance | <p>Initial Coverage Period 18 Months, followed by any extension thereof deemed necessary based on service duration</p> <p>Sum assured shall be equivalent to the contract value as mentioned in LOA/Contract.</p> |
| 10 | GCC clause no. 14.0 | Insurance | <p><u>RISK OF DAMAGE:</u></p> <p>Once the goods arrived at CIF [Indian] Port, the Contractor shall be responsible for any damage or loss arising to the goods.</p> |

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| | | | Contractor shall be responsible for obtaining insurance of goods in the name of Company and in case of any of damage or loss arising to the goods (includes expiry of shelf life) lying with the Contractor (which are owned by the Company), the Contractor shall be liable for the same subject to maximum value of goods (after deducting the insurance claim obtained by the Company). |
| 11 | GCC clause no. 42.1 | Arbitration | Location of Arbitration shall be Duliajan |
| 12 | GCC clause no. 34.12.2 and 34.12.4 | Penalty | <p><u>PERFORMANCE OF THE WORK AND RATE OF PROGRESS</u></p> <p>i. Company and the Contractor would jointly agree on the fracturing program after the completion of mini-fracture on the well and agree on the size of the fracturing job to be performed and the quantity of proppant that is required to be pumped.</p> <p>ii. A successful hydraulic fracturing job will be defined as a job that is pumped with minimum deviation from the treatment design volume as agreed upon by the contractor and Company.</p> <p>iii. In case the Contractor during the Main Fracturing operation falls short of at least 75% of the planned quantity of the proppant agreed to be pumped as per job design, Company would be entitled to deduct 1 (one) day Operating and Personnel Charges for Fracturing Services only for not meeting technical parameters for the job. This shall be Company's only remedy and the Contractor's sole liability for falling short of such agreed job parameters.</p> <p>iv. The objective in general has been stated in Scope of work and it has to be followed strictly by the contractor. In case of any discrepancy in scope of work, the decision of Company shall be final. All the materials, equipment, spare etc. to be provided by the</p> |

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| | | | <p>Contractor and the manner and speed of execution and maintenance of the operation are to be conducted in a manner to the satisfaction of the Company engineer/representatives. Should the rate of progress of the operations or any part of them is at any time too slow in the opinion of the Company engineer/representatives, to ensure the completion of the operations by the prescribed time for completion, Company engineer/representatives may so notify the contractor in writing. The contractor shall reply to the written notice giving details of the measures, he proposes to take to expedite operations in time. If no satisfactory reply to Company's notice is received within a reasonable time, Company shall be free to take any action deemed suitable.</p> |
| 13 | GCC clause no. 27.11 | De-Mobilization | <p>i. "Demobilization" means the disconnection from wellhead of contractor's equipment after completion of the Fracturing Job. The date and time of off-hire survey shall be treated as the date and time of demobilization.</p> <p>ii. The contractor shall demobilize their equipment/personnel immediately on receipt of notice from Company or on completion of hydraulic fracturing job. No rental charges shall be payable after demobilization.</p> <p>iii. The equipment, machinery, services, personnel listed in scope of work, responsibility matrix given in Annexure I of SECTION – II of the bid document designated by an "X" mark in the appropriate column shall be provided at the location by the contractor and at the cost of the contractor.</p> <p><u>DEMOBILISATION & RE-EXPORT:</u> The Contractor shall arrange for and execute demobilization of the Tools/Equipment/Spare/Accessories/Manpower etc. upon receipt of notice for</p> |

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| | | | <p>demobilization from Company. Demobilization shall mean completion/termination of the contract and shall include dismantling of the tools/equipment, including the manpower and re-export of the tools/equipment (if re-exportable) including the unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the tools/equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the tools/equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by Customs on such default in re-export from Contractor's final settlement of bills and Performance Security.</p> <p>i. In the event all/part of the tools/equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India including permission from DGH and Customs authorities, then Contractor shall be fully liable for payment of the Customs Duty.</p> <p>ii. Contractor must furnish an undertaking that "the tools/equipment imported and also spares/accessories & consumables which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing</p> |
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| | | | <p>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.</p> <p>iii. In the event all/part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including permission from DGH and Customs authorities for transferring to another operator and/or sale of the tools/equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties(if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.</p> |
| 14 | GCC clause no. 9.0 | Association of Contractor's Personnel | <p><u>CONTRACTOR'S PERSONNEL</u></p> <p>i. Except as otherwise hereinafter provided the selection, replacement, and engagement; Contractor shall determine remuneration of Contractor's personnel. Such employees shall be solely of Contractor's employees. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall</p> |

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| | | | <p>provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The Contractor shall not deploy its personnel unless cleared by the company.</p> <p>ii. The Contractor shall have a base office at Base camp at Duliajan to be manned by competent personnel, who shall act for the Contractor in all matters relating to Contractor's obligations under the contract.</p> <p>iii. Contractor's Personnel: Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.</p> <p>iv. The Contractor's representative shall have all power requisite for performance of the Work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.</p> <p>v. If the Contractor plans to change any personnel from the list, the Contractor shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person. Company reserves the right to reject any person on such list, and any subsequent changes to the list. A notice period of one week shall be given to mobilize personnel.</p> <p>vi. The Expatriate personnel of the Contractor shall possess a MHA (Ministry of Home Affairs) clearance and the Contractor shall ensure that</p> |
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| | | | <p>the MHA clearance is obtained at his own responsibility and cost prior to any expatriate personnel mobilized to the field.</p> <p>vii. The Contractor's representative shall have all power requisite for performance of the Work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.</p> <p>viii. Personnel provided by the Contractor shall observe all safety and statutory norms applicable to the Company.</p> <p>ix. An undertaking from all the personnel as per Performa (<u>Annexure-IX</u>) shall be forwarded after deployment of manpower prior to mobilization.</p> |
| 15 | GCC clause no. 24.0 | <u>ASSOCIATION OF COMPANY'S PERSONNEL</u> | <p><u>ASSOCIATION OF COMPANY'S PERSONNEL:</u></p> <p>i) Company may depute one or more than one representative (s)/engineer (s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.</p> <p>ii) Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing/inspecting the operations performed by the Contractor in order to</p> |

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| | | | <p>judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.</p> <p>iii) The Contractor shall maintain sufficient stock of the critical spare part to avoid any major shut down. Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area and provide medical facilities to injured persons if any due to accident/take corrective measures in case of pollution as per the company's man instructions.</p> <p>iv) 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.</p> <p>v) All the clauses in this contract are limited to execution of this contract only and do not carry any precedence whatsoever for any OIL's such or similar tenders/contracts in future.</p> |
| 16 | GCC | <u>COMPANY'S REQUISITES</u> | <p><u>COMPANY'S REQUISITES</u></p> <p>i. Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the</p> |

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| | | | <p>Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must be fluent in written and spoken English.</p> <p>ii. If the Contractor plans to change any personnel from the list, the Contractor shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person.</p> <p>iii. Company reserves the right to reject any person on such list, and any subsequent changes to the list.</p> |
| 17 | GCC clause no. 30.0 | Liquidated Damage Clause specific to Tender | <p><u>LIQUIDATED DAMAGES & PENALTY</u></p> <p>i. Mobilization shall be completed in 03 (three) phases as per mobilization clause mentioned in sl. no. 2 of SCC.</p> <p>ii. For default in timely mobilization of Phase-I, Phase-II and Phase-III individually, LD shall be applicable phase wise individually i.e., the Contractor shall be liable to pay to the Company liquidated damages at the rate of 0.5% of the total Contract value for delay of each week or part thereof, subject to a maximum of 7.5% of the total Contract value for each phase calculated individually. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period of the phases individually till the date of actual completion of the mobilization of the phase as per sl. no. 2 of SCC.</p> <p>iii. If the Contractor fails to mobilize within the stipulated date, the Company reserves the right to cancel the Contract without any prior notice.</p> |
| 18 | GCC clause no. 9.3 | Provision of Personnel facilities | <p><u>FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WELL SITE</u></p> |

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| | | | <p>i. Contractor shall provide food & services for all its personnel.</p> <p>ii. Transportation of Contractor's personnel from base camp to work place will be arranged by Contractor at his cost.</p> <p>iii. Medical Facilities: The Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment.</p> |
| 19 | GCC clause no. 23.0 | Warranty and remedy of defects | Contract Duration from Commencement post mobilization for phase-II up to 3 months post completion of phase-III wells. (This shall be at par with the PBG Validity Period) |
| 20 | GCC clause no. 48.0 | Miscellaneous Provisions: Key personnel | To be guided as per GCC |
| 21 | GCC clause no. 16.0 | Limitation of Liability % | 100% in line with GCC |
| 22 | GCC clause no. 39.0 | Statutory variation/ Newly enacted Law Minimum Wages increment in SCC as the case may be | To be guided by GCC Clause |
| 23 | GCC clause no. 24.0 | Subcontracting Allowed/Not Allowed | Allowed to Petty services except for Main Service as per GCC Clause |
| 24 | GCC clause no. 24.0 | Subcontracting If allowed, define Petty Services | Logistics & Transport Services, Warehousing & Base/Godown Services, Food & Accommodation, Civil Engineering Services {Raw Water Collection, Petty Construction work}, Catering Services, Local Security services |

CLAUSES SPECIFIC TO THIS TENDER

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| 25. | <p>Details of the service:</p> <p><u>CONDUCTING HYDRO-FRACTURING OPERATIONS</u></p> | <p><u>CONDUCTING HYDRO-FRACTURING OPERATIONS</u></p> <ul style="list-style-type: none"> i. The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted International Oil field practices. ii. The Hydro-fracturing equipment and all other equipment and materials to be provided by Contractor shall be in good working condition. The company reserves the right to check the relevant certificates of the equipment, certifying the conditions of the equipment. The contractor needs to provide adequate certificates also certifying the quality of the consumables used in Hydro-fracturing job. iii. Contractor shall be solely responsible for the operation and maintenance of the Contractor's Hydro-fracturing equipment. iv. Upon completion of a operation in a well, statement stating that the well has been completed in accordance with the terms of this contract and signed by the representatives of both Contractor and Company, will be made available to Company. v. <u>Adverse Weather:</u> Contractor, in consultation with company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the equipment and personnel to the fullest possible extent. vi. <u>AMENDMENTS OF COMPLETION PROGRAMME:</u> It is agreed that Contractor shall carry out Hydro-fracturing operations in accordance with the programme furnished to Company, which may be amended from time to time by reasonable modification as Company deems fit, in accordance with good Oil field practices. |
| 26. | PP-LC | Purchase preference Policy (linked with Local Content) (PP-LC). |

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| | | <p>Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2019 of MoP&NG shall be applicable in this tender (Annexure- XII enclosed).</p> <p>Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings/documents applicable for this policy.</p> |
| 27. Area of Operation | | <p>Assam</p> <p><u>KNOWLEDGE OF SITE CONDITION:</u> Contractor shall deemed to have inspected and examined the sites and its surroundings and information available in connection therewith and to have satisfied himself the form and nature thereof including the topography of the area of operation, well sites, approaches, infilled roads/bridge conditions, climate etc. and quantities and nature of work and materials necessary for the completion of the work, the means of access, and in general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the contract and his ability to perform it.</p> |
| 28. <u>HSE Policy</u> | | <p>Contractor shall observe such safety/pollution control regulations in accordance with acceptable Oil field practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care & caution in preventing fire, pollution, explosion and blow out and maintain fire-fighting equipment in sound condition at all times during operation. Contractor shall conduct safety drills.</p> <p><u>ENVIRONMENT MANAGEMENT</u></p> <p>i. Contractor shall ensure that there is no pollution either of water, air or sound during the operation. Contractor shall be more careful and checked for any leakage and immediate corrective action to be taken for such leakages to avoid any pollution problems. Contractor shall inform of such leakages immediately to the Company's Representative.</p> |

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| | | <p>ii. The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.</p> <p>iii. Any permission from the Mines Directorate in connection with working in excess of 08 (Eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under applicable provisions of Mines Act, Pollution Control Board (Assam) the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.</p> <p>iv. The Contractor shall not engage labour below 18 (Eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.</p> <p>v. Moreover, the Contractor should obtain and produce in advance before commencement of work, the following certificate/approvals:</p> <ol style="list-style-type: none"> Total manpower list All certificates as per applicable laws including Mines Acts. Regional Labour certificate, if required. |
| 29. | Interim de-Mobilization and Re-mobilization | <p><u>Interim De-Mobilization Phase-II:</u></p> <p>Post completion of Hydro-fracturing operation of the first 05 nos. of candidate wells, the contract shall be deemed to be demobilized effective next working day without issuance of any demobilization notice. No charges shall be applicable during the period the contract is under interim-demobilization. Company shall reserve the right to issue Interim-Demobilization notice prior to</p> |

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| | | <p>completion of hydro-fracture job in 05 nos. candidates wells for any unforeseen reasons not specified in the tender/ contract.</p> <p><u>Note: The contract shall be deemed to be demobilized completely if interim-remobilization notice is not issued within 60 Days from effective interim-demobilization.</u></p> <p><u>Interim-Re-Mobilization Phase-II:</u></p> <p>Based on the performance of hydro-fracturing operation in the 05 nos. of candidate wells, a decision will be taken to further go ahead with the remailing 05 nos. candidate wells for HF. Mobilization & Interim-remobilization charges phase-II & phase-III (Lumpsum) for complete set of equipment as per scope of work shall be applicable after the complete set of equipment has been mobilized, installed, commissioned and on-hire survey completed at the designated location of company subject to satisfactory mobilization report from company representative.</p> <p><u>Note: Based on the outcome of Hydro-fracture operation in Phase-II company may confirm phase-III mobilization even prior to completion of HF operation in 05 nos. of candidate wells and shall issue necessary mobilization notice accordingly.</u></p> |
| 30. | Liquidated Damage Clause specific to Tender | <p>Since mobilization shall be in 03 (three) phases, for default in timely mobilization of Phase-I, Phase-II and Phase-III individually, LD shall be applicable phase wise i.e., the Contractor shall be liable to pay to the Company liquidated damages at the rate of 0.5% of the total Contract value for delay of each week or part thereof, subject to a maximum of 7.5% of the total Contract value. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period of the phases individually till the date of actual completion of the mobilization of the phase as per sl. no. 2 of SCC.</p> |
| 31. | Notice | <p>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> <p><u>Company</u></p> |

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| | | <p>a) <u>For contractual matters</u> CGM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Email: contracts@oilindia.in</p> <p>b) <u>For technical matters</u> Chief General Manager [PSS] OIL INDIA LIMITED PO Duliajan – 786602 Assam, India Email: productionservicesupport@oilindia.in</p> <p>c) <u>Contractor</u> ...</p> <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> |
| 32. | RECORDS, REPORTS AND INSPECTION GCC Clause no. 25.0 | TO be guided as per GCC. |
| 33. | <u>CONTRACTOR'S ITEMS</u> | <p>i. Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.</p> <p>ii. Contractor shall be responsible for maintaining at its own cost adequate stock levels of items including spares and replenishing them as necessary.</p> <p>iii. Contractor shall be responsible for the maintenance and repair of all equipment and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.</p> <p>iv. Contractor shall provide all petroleum Contractor and lubricants (POL) for operation of Contractor's equipment both at well-site and campsite at Contractor's cost. There shall be no escalation in the day rates and others throughout the duration of the contract including extension, if any, on account of any price increase in fuel/lubricants. Contractor shall arrange necessary electricity at campsite at their own cost.</p> |
| 34. | <u>CONTRACTOR'S SPECIAL</u> | <p>i. It is expressly understood that Contractor is an independent Contractor and that neither it nor</p> |

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| <p><u>OBLIGATIONS</u></p> | <p>its employees and its subcontractors are employees or agents of company provided, however, company is authorized to designate its representative, who shall at all times have access to the Hydro-fracturing equipment, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat company's representative at well site as being in charge of company's designated personnel at well site. The company's representative may, amongst other duties, observe, test, check and control implementation of Hydro- fracturing operations, equipment and inspect works performed by contractor or examine records kept at well site by Contractor.</p> <p>ii. <u>Compliance With Company's Instructions:</u> Contractor shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to Hydro-fracturing programme, safety instructions, confidential nature of information, etc. Such instructions shall, if Contractor request, be confirmed in writing by company's representative.</p> <p>iii. <u>Confidentiality of Information:</u> All information obtained by Contractor in the conduct of operations hereunder shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than company's representative. This obligation of Contractor shall be in force even after the termination of the Contract.</p> <p>iv. Contractor should provide the list of items if any to be imported in the format specified in Proforma-A for issuance of recommendatory letter to Directorate General of Hydrocarbons (DGH), New Delhi for clearance of equipment from Indian customs at concessional (nil) rate of customs duty. Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Assam Entry Tax for bringing</p> |
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| | | <p>equipment/material to Work place shall be Contractor's responsibility.</p> <p>v. In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company. If the re-export is not completed within the specified period, the company shall in no way be responsible for the additional custom duty/penalty etc. imposed by Indian government. The company reserves the right to withhold the payment till all such equipment are exported back and the site/base camp cleared off. Customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and the same will be deducted by the Company from Contractor's bills and security deposit.</p> |
| 35. | <u>LOSS OR DAMAGE</u> | <p><u>LOSS OR DAMAGE TO HOLE:</u></p> <p>In the event, the well is damaged for improper execution of the Hydro-fracturing program due to Contractor's willful misconduct or gross negligence, Contractor's liability shall be to carry out the the operations as required for completion of the well to the reasonable satisfaction of company at Contractor's cost.</p> <p><u>DAMAGE OR LOSS OF THE HYDRO-FRACTURING EQUIPMENT:</u></p> <p>i. The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Hydro-fracturing equipment and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the agents, nominees, assignees, Contractors shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.</p> |

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| | <p>ii. If the Hydro-fracturing equipment is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this contract shall terminate in respect of the Hydro-fracturing equipment as of the occurrence of the event causing such loss and each Contractor shall thereupon be released of all further obligations hereunder in respect of that Hydro-fracturing equipment except for its payment of money then due or liabilities to be charged in respect of work already done under this contract.</p> <p><u>LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:</u></p> <p>Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of gross negligence on the part of the Contractor, for loss or damage to the Contractor's sub-surface equipment and the down hole tools in the hole below the X-mass tree. Company shall at its option either reimburse the Contractor for the value of lost equipment/tools as declared in the import invoices at the time of mobilization (or subsequent replacement/addition) of the same equipment/ tools or CIF value as reflected in Proforma-A hereto whichever is lower (Plus customs duty paid by the contractor for the equipment tool lost/damaged, provided that the said custom duty was not borne by the Company and Contractor produces the documentary evidence towards payment of customs duty.) for any such loss or damage, less depreciation @3% per month from the date of commencement of this contract with a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option replace similar equipment/tools to the satisfaction of the Contractor and any transportation expenses incurred in connection herewith. All such costs shall be payable by Company only after Contractor has produced documentary evidence that the particular equipment/tools in question was not covered by Contractor's insurance policies. For such claims Contractor should notify the Company within one month. The inspection of recovered equipment from downhole need to be done by Company representative before submission of the invoice by</p> |
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| | | Contractor. |
| 36. | <u>CONFIDENTIALITY</u> | <p>Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of well operations, including, but not limited to, formations encountered, testing and surveying of the well. And to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.</p> <ul style="list-style-type: none"> • This obligation shall keep in force even after the termination date and until such information will be disclosed by company. • Contractor shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the equipment/Unit to another sphere. • Contractor shall forbid access to the equipment/Unit to any people not involved in the well operations or not authorized by the company to have access to the equipment/Unit. However, this provision is not applicable to any Government and/or police representative on duty. The Contractor has to arrange on its own for the security of all the equipment being used for Hydro-fracturing job at site and company in no way will be responsible for any damage caused to the equipment by miscreant/theft etc. |
| 37. | <u>RIGHTS AND PRIVILEGES OF COMPANY:</u> | <p><u>RIGHTS AND PRIVILEGES OF COMPANY:</u></p> <p>Company shall be entitled:</p> <ul style="list-style-type: none"> i. To check the Hydro-fracturing equipment and other Contractor's items before the commencement of operation. If they are not found in good order or do not meet specifications as per Section- II or in case of non-availability of some of the Contractor's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default. ii. To approve the choice of sub-contractors for any essential third Contractor contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may |

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| | | <p>be entered into by Contractor only after company's approval. However the company bears no liability to such subcontracts.</p> <p>iii. To check, at all times, Contractor's stock level, to inspect Contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.</p> <p>iv. To order suspension of operations while and whenever:</p> <p>a) Contractor's personnel is deemed by company to be not satisfactory, or Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.</p> <p>b) Contractor's equipment turns into a danger to personnel on or around the Well.</p> <p>c) Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.</p> <p>d) Contractor fails to meet any of the provisions in the contract.</p> <p>e) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.</p> <p>v. To reduce the rates reasonably, at which payments shall be made if the contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.</p> |
| 38. | <u>EMERGENCY</u> | The company reserves the right to use the manpower and equipment of the Contractor in the advent of any emergency like situation leading to uncontrollable pollution. |
| 39. | <u>DISCIPLINE:</u> | The Contractor shall maintain strict discipline and good order among their employees and their Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall notify Contractor in writing the reasons for |

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| | | requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 07 days from the time of such instruction given by the Company. |
| 40. | <u>RESPONSIBILITIES</u> | <p>The Contractor shall perform its obligations under this Contract, such that:</p> <ol style="list-style-type: none"> i. The Services shall be rendered strictly in conformity with instructions of the Company, Applicable Laws, Directives, Clearances, Good Industry Practice, the Codes and Standards and this Contract; and The Contractor shall assume full responsibility for and shall ensure the proper, timely and expeditious performance of the Services in accordance with the Services Schedule and the Delivery of the Goods at the Site in accordance with the Delivery Schedule. Accordingly, the Contractor shall provide such necessary resources and experienced personnel having the requisite expertise for the purposes stated in this Contract. Except as otherwise expressly provided in this Contract, the Contractor agrees and acknowledges that it shall perform all of its obligations and responsibilities under this Contract at its own risk and Cost. The Contractor acknowledges and confirms that it shall be responsible for the Goods as a bailee thereof and shall accordingly fulfil its obligations in accordance with the provisions of this Contract which will include, but not limited to the following: ii. Nothing in this Contract confers title or interest in the, in favour of the Contractor on any of its group companies and the Contractor shall make no claim regarding title or interest in the Goods; iii. This Contract does not create any pledge over the Goods in favour of the Contractor or vest the Contractor with any right of lien or any other Encumbrance over Goods, thus, at all times the ownership and title in the Goods is retained with the Company; iv. The Contractor shall not commit any act that results in and shall not permit the modification (save as reasonably necessary for the purpose of securing the safety thereof), sale, disposal, transfer of possession of or creation of any |

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| | | Encumbrance over the Goods at any time during which the Contractor has possession thereof, except upon receipt of instructions from the Owner to the contrary. |
| 41. | <u>INTELLECTUAL PROPERTY</u> | 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. |
| 42. | <u>Custody and Possession of Contractor's Equipment</u> | Company hereby acknowledges that the equipment and tools ("Equipment") that are owned and utilized by Contractor to perform its service obligations under the Contract shall be at all times be, handled and manned by the Contractor. Company shall not be entitled to use/operate/possess any of the Contractor's Equipment for providing Services under the Contract. To clarify that control, custody and possession of Contractor's equipment will always be with the Contractor. |

Notes:

- **HEADINGS:** The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.
- Company hereby acknowledges that the equipment and tools ("Equipment") that are owned and utilized by Contractor to perform its service obligations under the Contract shall be at all times be, handled and manned by the Contractor. Company shall not be entitled to use/operate/possess any of the Contractor's Equipment for providing Services under the Contract. To clarify that control, custody and possession of Contractor's equipment will always be with the Contractor.
- All the clauses in this tender are limited to execution of this tender only and do not carry any precedence whatsoever for any OIL's such or similar tenders in future.

GOODS AND SERVICES TAX:

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

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.
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.
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.
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.
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.
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.
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.

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.
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.
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.
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.
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.
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.
19. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
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.
20. 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.
21. **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.**

22. 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. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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:

- p) The original copy being marked as ORIGINAL FOR RECIPIENT;
- q) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- r) 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.

29. 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.

30. 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.

32 **CUSTOMS DUTY**

- 32.1 Company shall use the Tools/equipment along with the Services under the Contract in the PEL/ML areas renewed/issued to Company after 1.4.1999 and therefore, in terms of Notification No. 21 dated 01.03.2002, goods specified in List- 12 imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List-12 of the aforesaid Notification.
- 32.2 Contractor shall 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 made 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 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 arising solely as a result of any default on the part of the Contractor.
- 32.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 32.4 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 actual whichever is less (for the first time import) and at actuals (for subsequent imports), 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 mobilization period. In case of clearance thereafter, on the CIF value of

items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

- 32.5 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.
- 32.6 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.

end of section - III

PART-3

SECTION-IV

SCHEDULE OF RATES

The Contractor shall quote their rates in the price bids as per the format given in Proforma-B. The quantities mentioned against each item in Price Bid Format/Price Schedule is for evaluation purposes only. However, payment shall be made for the actual work done subject to maximum rate quoted by the bidder per well. Bidders also must fill up the price break up as mentioned in the Proforma B1. However, offers will be evaluated based on the Proforma-B only [Except Evaluation for proppant will be done on 110 MT in 1600 bbls of fluid per well].

1.0 Study of wells for Hydro fracturing well selection and submission of Report

Company shall pay the contractor a lump sum amount for the study phase of this contract on receipt of report for techno-economic feasibility study for candidate selection of prospective wells for hydro fracturing along with the mobilization charges.

2.0 Mobilization charge

a. Mobilization Charge for Phase-II: Initially 05. (five) nos of candidate wells shall be selected for Hydro Fracturing.

Mobilization charges Phase-II (Lump sum) for complete set of equipment as per scope of work shall be applicable after the complete set of equipment has been mobilized, installed, commissioned and on-hire survey is completed at the designated location of company subject to satisfactory mobilization report from company representative.

b. Interim De-Mobilization, Phase-II:

Post completion of hydro-fracturing operation of the first 05 nos. of candidate wells, the contract shall be deemed to be demobilized effective next working day without issuance of any demobilization notice. No charges shall be applicable during the period the contract is under interim demobilization. Company shall reserve the right to issue interim-demobilization notice prior to completion of hydro-fracture job in 05 nos. candidate wells for any unforeseen reasons not specified in the tender/contract.

Note: The contract shall be deemed to be de-mobilized completely if interim-remobilization notice is not issued within 60 Days from effective interim-demobilization

c. Interim-Re-Mobilization, Phase-III:

Based on the outcome of hydro-fracturing operation in phase-II, Oil may confirm to go ahead with the mobilization of Phase-III even prior to completion of hydro fracturing jobs in the initial 05 nos. of candidate wells and shall issue necessary mobilization notice accordingly. Interim de-mobilization and interim-remobilization charges of Phase-II & Phase-III (Lump sum) respectively for complete set of equipment as per scope of work shall be applicable after the complete set of equipment has been mobilized, installed, commissioned and on-hire survey completed at the designated location of company subject to satisfactory mobilization report from company representative.

3.0 Demobilization charge

Demobilization charges (Lump sum) for the complete set of equipment shall be applicable, after removal of all equipment, material and personnel pertaining to contractor/its sub-contractor, from the premises of company and satisfactory off-hire survey by the representative of company. However, company shall not pay demobilization charges of unit/equipment, if on completion of contract/ termination, Contractor does not remove the unit from the last well area of operation.

4.0 Supply of Packer & accessories

Supply of Packer and accessories: Company will pay the contractor the cost of packer and its related accessories supplied for completion of wells [5 wells in phase-II and 5 wells in phase-III] during work over and well preparation after successful execution of packer setting job in each well on per well basis.

5.0 Supervision, installation of the packer charge along with its retrieval if required

Company will pay charges for expert personnel for carrying out packer completion, as per quoted rates in the Price Schedule, after setting of packer in the designated well and satisfactory job completion report from company representative. This shall be one time charge irrespective of number days required for installation and/or retrieval (if required) of packer and will be independent of the Operating/ Standby Day Rate for Equipment and Manpower as per 9.0, 10.0 and 11.0 below.

6.0 Rental charge of equipment

Rental charge for equipment mention in clause No 4.2.1 to 4.2.18 of Terms of Reference/Scope of Work on daily rate basis shall be paid to the contractor as per price quoted in the Price Schedule. The daily rental charges will be payable in addition to operating day rate charges.

Note:

- a) No rental charge will be applicable between the interim demobilization & interim re-mobilization period,
- b) During the period of breakdown of any equipment which delays the hydro-fracturing operation or inability to conduct hydro-fracturing jobs in a safe and workman like manner.
- c) Till rectification of any issues attributable to contractor which compromises safety and has potential for a safety hazard

7.0 Cost of High strength Proppant

Proppant charge shall be paid as per actual consumption. The rate will be governed as per the price bid format. The details of actual consumption of Proppant will be maintained by the representative of OIL. A copy of the same duly certified by the contractor's representative and OIL representative would be sent to finance for making payment.

Evaluation for proppant will be done on 110MT in 1600bbls of fluid per well. However payment will be done on actual consumption subject to maximum of 110 MT of Proppant per well. Price Break of each chemical must be filled up as per Proforma B1.

8.0 Cost of Other Fracturing Chemicals

Fracturing Chemical charge shall be paid as per actual consumption subject to maximum rate quoted by the bidder per well. The rate will be governed as per the price bid format. The details of actual consumption of various materials will be maintained by the representative of Company. A copy of the same duly certified by the contractor's representative and Company's representative would be sent to finance for making payment. Price Break of each chemical up must be filled up as per Proforma B1.

9.0 Operating day Rate for Equipment: Company shall pay Contractor an operating day rate for equipment for actual number of days during execution of Hydraulic fracturing jobs. Operating day rate based on 12-hr operations/day shall be payable to contractor for the days of operation of surface equipment. Operating day rate charges will be payable in addition to daily rental charges when the equipment's are in operation.

10.0 Operating day Rate for Manpower

Operating day Rate for Manpower charges shall include the charges for manpower deployed for executing hydrofracturing on operational days. A copy of certificate clearly indicating no of operational days, duly certified by Company representative shall be submitted by the Contractor in this regard for making payment.

11.0 Stand-by Day rate for manpower

Company shall pay contractor standby rate for manpower on day rate basis i.e. non-operating rate payable for following operations:

- i) Waiting for instructions after successful mobilization, testing and commissioning of all the equipment, tools, materials and manpower at the designated location.
- ii) Interruption/delay in moving the equipment for reasons attributable to the company.
- iii) Repairing damage to Contractor's equipment caused by actions of Company.
- iv) Waiting on Company's order/material/services whilst all HF equipment of Contractor are ready at the well site along with all required chemicals and personnel, but are not running. In such cases, Standby day rate shall be payable to contractor on pro-rata basis of 24 hrs/day.

Note: No stand by day rate will be applicable during the interim demobilization, interim mobilization period, inter location movement period and during pre and post job operation for reasons not attributable to the company.

12.0 Inter Location Movement (ILM) charge

Company shall pay the contractor a lump sum amount for each ILM of the equipment, chemicals etc. from one location to another location as per the price quoted by the contractor in the Price Schedule.

13.0 Zero rates, Force Majeure Rates and Penalty

- i) In an event wherein contractor fails to execute the hydro-fracturing operation due to any reason attributable to the contractor, Zero rates shall be applicable for delay for those days calculated pro-rata considering 12hr/Day operation. In addition to the same pro-rata penalty @15% of Daily Rental Charge + Operating Day Rate shall be imposed.
- ii) Force Majeure Day rate shall be 50% of the Daily Rental Charge + Operating Day Rate Charge (** To include FM Clause in GCC/SCC)

end of section - IV

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

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

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

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

BID FORM

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

Sub: IFB No. CDG5077P21

Gentlemen,

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

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

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

We agree to abide by this Bid for a period of 120 (one-hundred twenty) days from the Bid closing date 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.

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

| Section No. | Clause No. (Page No.) | Non-Compliance | Remarks |
|--------------------|--------------------------------------|-----------------------|----------------|
| | | | |

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

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

FORM OF BID SECURITY (BANK GUARANTEE)

To:

M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
Duliajan, Assam, India, Pin - 786602

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

SEALED with the common seal of the said Bank this _____ day of _____ 2018.
THE CONDITIONS of these obligations are:

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

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

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

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

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

- B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____ Witness _____

Address _____

(Signature, Name and Address)

Date: _____ Place: _____

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

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

Note:

The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. CDG5077P21 to HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

FORM OF PERFORMANCE BANK GUARANTEE

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and brief description of the work) _____ (hereinafter called "the Contract")

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

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

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

This guarantee is valid until the _____ day of _____.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. CDG5077P21 to HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

AGREEMENT FORM

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

hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ dated _____ No. _____

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

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

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

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

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

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

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA LETTER OF AUTHORITY

TO

CGM (CONTRACTS)

Oil India Ltd.,

P.O. Duliajan - 786 602 Assam, India

Sir,

Sub: OIL's IFB No. CDG5077P21

We _____ confirm that Mr. _____ (Name and address) as authorized 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,

Authorized 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.

AUTHORIZATION FOR ATTENDING BID OPENING

TO Date: _____

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

Sir,

Sub: OIL's IFB No. CDG5077P21

We authorize 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,

Authorized Person's Signature: _____

Name: _____ **Designation:** _____

Seal of the Bidder:

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

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive 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-Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 - Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 - External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

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

Section: 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 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. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....

For the Principal

.....

For the Bidder/Contractor

Witness 1:

Witness 2:

Place. Duliajan Date

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

SUB: SAFETY MEASURES FOR TENDER NO. CDG5077P21

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:
M/s _____
FOR & ON
BEHALF OF
CONTRACTOR

Yours Faithfully
FOR & ON BEHALF OF
CONTRACTOR

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank Guarantee No. _____ dated _____

To
Oil India Limited

India Dear Sirs,

1. In consideration of _____
(hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a Contract No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not

be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until
(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said

date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _20_ at _____

WITNESS NO.1

(Signature)

Full name and official address

(in legible letters)

Stamp with Bank

(Signature)

Full name, designation and address

(in legible letters)

WITNESS NO. 2

Attorney as power of Attorney no. _____

Date: _____

(Signature)

Full name and official address (in legible letters)

Stamp

PROFORMA – M

No. FP-20013/2/2017-FP-PNG
Government of India
Ministry of Petroleum & Natural Gas

Dir - I/c MM
c.c. DKA
A. No. 2019
9/10/19

Shastri Bhawan, New Delhi
Dated 07th October, 2019

To

1. Chairman, IOCL
2. C& MD, BPCL/HPCL/**ONGC/GAIL/EIL/OIL/** Balmer Lawrie
3. Managing Director, CPCL/NRL/MRPL/OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Member (BM), PNGRB
12. CEO & MD, ISPRL

CMD's Office N. Delhi
By No. *M-3047*
Date *09/10/2019*

L-597

Subject: **Policy to provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the M/o P&NG – Amended; regarding.**

Sir/Madam,

I am directed to refer to this Ministry's letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 on the subject mentioned above. **It is stated that several provisions of the Policy have been amended as per the recommendations of the Steering Committee constituted under PP-LC Policy by MoPNG. Amended PP-LC Policy is enclosed herewith for necessary compliance.**

Chief MM.
11/10/19

9/10/19
7/10/19
(Noas Kindo)
Under Secretary to the Govt. of India
Tel.: 23074370

Copy to:

- a) PS to Minister, P&NG & Steel
- b) PPS/ PS to Secretary/Pr. Advisor /AS&FA, MoPNG
- c) PPS /PS to JS(E)/ JS(M)/JS(GP)/JS(IC)/ JS(R)/ EA/ DDG (IFD), MoPNG
- d) US(Admn.) MoPNG
- e) Ms. Neelam Naval, PR, System Analyst (NIC): with request to upload the letter on website of MoPNG.

Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas- Amended

1 Preamble

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

2 **Definitions**

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.
- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC shall be the value of local components in goods, service and EPC contracts, indicated in percentage.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.

- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
- 2.16 **Target Purchase Preference** is the LC in percentage for the period in force, as set out in the Enclosure-I.

3. Scope

- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;
- 3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.

3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.

3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.

4. Procurement

4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.

4.2 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.

5. Purchase Preference- Linked with Local Content (LC)

5.1 The following provisions may be considered for LC linked Purchase Preference:

5.1.1 In supporting the growth of domestic products, the target of Local Content (LC) in the oil and gas business activities shall be set as contained in Enclosure-I. The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for 10% purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.

5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) LC manufacturers / LC service providers may be granted a purchase preference of 10%, i.e. where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) LC manufacturers /service providers concerned, at the lowest valid price bid.

- 5.1.3 Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified LC manufacturer/ supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1 (i.e. Non Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria).
- 5.1.3.1 However, if L1 bidder happens to be a LC manufacturer, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible LC manufacture for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contact can be awarded to the eligible LC manufacturer for the entire quantity,
- 5.1.4 Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified LC service provider, subject to matching with L1, if such bidders are available and L1 bidder is not a LC service provider. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.
- 5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.
- 5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.

5.1.7 The procedure for award under the policy along with some examples of typical procurement scenarios is at Enclosure-V.

6. Determination of LC

6.1 LC of goods

6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin;
- b) in the case of manpower, based on INR component.

6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

6.2 LC of service

6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

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

- a) cost of component (material) which is used;
- b) manpower and consultant cost; cost of working equipment/facility; and
- c) general service cost, excluding profit, company overhead cost, taxes and duties.

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

6.3 Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision: working equipment produced in the country is valued as 100% (one hundred percent) local content; working equipment produced abroad is valued as much as nil (0% percent) local content.

6.4 LC of the EPC Contracts:

6.4.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.4.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.4.3 The spent cost as mentioned in paragraph 6.4.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

6.5 Calculation of LC and Reporting

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

6.5.2 Sample formats for the calculation of LC of goods, services as well as EPC contracts may be seen at in Enclosure-II, Enclosure-III and Enclosure-IV. Bidder's confirmation on LC shall be based on the calculation shown in these enclosures.

However, these enclosures shall not be required to be included in the bid.

7 Certification and Verification

7.1 Manufacturers of goods and/or providers of service, seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods, service or EPC contracts with the provision as follows:

7.1.2 At bidding stage:

a) Price Break-up:

- The bidder shall provide the percentage of local content in the bid.
- Bidder must have LC in excess of the requirement specified in Enclosure-I.

b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practising cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

7.1.3 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a

certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

- 7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content

8 Governance and Supervision

- 8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local

Content in goods, services and EPC and modify the policy accordingly.

- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

9 Sanctions

- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.
- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

Table 1: TARGET OF LOCAL CONTENT OF GOODS/SERVICE IN UPSTREAM OIL AND GAS BUSINESS ACTIVITIES

| Sl. No | Item | Local Content (%) | | |
|--------|---|-------------------|-----------|-----------|
| | | 2017-2018 | 2018-2020 | 2020-2022 |
| A. | Goods | | | |
| 1 | Tubular (Drilling Pipe, Drill Collar, Casing, Line Pipes, Tubing, etc.) | 50 | 55 | 60 |
| 2 | Drilling Mud/Chemicals/Oil Well Cement | 40 | 45 | 50 |
| 3 | Pumping Unit | 30 | 35 | 40 |
| 4 | Machinery & Equipment | 20 | 25 | 30 |
| 5 | Premium Bits | 10 | 15 | 20 |
| 6 | Wellhead & X-mass tree | | | |
| | a. Onshore | 40 | 45 | 50 |
| | b. Offshore | 10 | 10 | 15 |
| 7 | Down Hole Tools | | | |
| | a. Onshore | 20 | 25 | 30 |
| | b. Offshore | 10 | 10 | 15 |
| 8 | Well Completion / Artificial Lift Equipment | | | |
| | a. Onshore | 20 | 25 | 30 |
| | b. Offshore | 10 | 10 | 15 |
| 9 | Fuel Oil | 5 | 10 | 10 |
| 10 | Lubricant | 5 | 10 | 10 |
| 11 | Other Goods | 30 | 35 | 40 |
| B. | Services | | | |
| | Survey, Seismic and Geology Studies | | | |
| | a. Onshore | 50 | 50 | 55 |
| | b. Offshore | 10 | 10 | 15 |
| 2 | Logging Services | | | |
| | a. Onshore | 20 | 25 | 30 |
| | b. Offshore | 10 | 10 | 15 |
| 3 | Mud Logging | 40 | 45 | 50 |
| 4 | Chartering of Rigs | | | |
| | a. Onshore | 50 | 60 | 70 |
| | b. Offshore | 20 | 25 | 30 |
| 5 | Specialized Drilling and Completion Services* | 10 | 15 | 20 |
| 6 | Engineering Procurement Construction & Installation (EPCI) | | | |
| | a. Onshore | 50 | 55 | 60 |
| | b. Offshore | 20 | 30 | 35 |
| | (i) Pipeline Projects | 20 | 30 | 35 |
| | (ii) Well Platform Projects | 20 | 30 | 35 |
| | (iii) Process Platform Projects | 20 | 30 | 35 |
| | (iv) Revamp Projects | 20 | 30 | 35 |
| | c. Deep Water Operations | 05 | 05 | 05 |
| 7 | Logistics (including FPSO and Tankers) | | | |
| | a. Onshore | 75 | 75 | 80 |

| Sl. No | Item | Local Content (%) | | |
|--------|---|-------------------|-----------|-----------|
| | | 2017-2018 | 2018-2020 | 2020-2022 |
| | b. Offshore | 15 | 20 | 25 |
| 8 | Air Logistics | 15 | 20 | 25 |
| 9 | Dry-docking | 50 | 55 | 60 |
| 10 | Other Services | 30 | 35 | 40 |
| C. | Fabrications | | | |
| 1 | Drilling/Workover Rigs/WSS units Construction | | | |
| | a. Onshore | 50 | 30 | 40 |
| | b. Offshore | 20 | 25 | 35 |
| 2 | Offshore Vessels/Rigs Construction | 20 | 25 | 35 |

- a. * Specialised Drilling and Well completion services include Direction Drilling, Whipstock, Milling, Coring, Cementing Services, Drilling fluid services, Completion & Production Services, WSS, Well Intervention Services, Fracturing and ROV etc.
- b. The policy is not applicable for HP-HT operations for the time being.
- c. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

Table 2: TARGET OF LOCAL CONTENT OF GOODS/SERVICES IN MIDSTREAM AND DOWNSTREAM

| Items | Local Content (%) | | |
|------------------------|-------------------|---------|---------|
| | 2017-18 | 2018-20 | 2020-22 |
| Service Contracts | 20% | 22% | 25% |
| Supply Contracts | 20% | 22% | 25% |
| EPC Contracts (others) | 30% | 35% | 40% |

Note:

1. The proposed policy is not applicable for DMEP and MSME, there being specific policies for those products/ services.
2. The prescribed local content in the above Tables (Table 1 & Table 2) shall be applicable on the date of Notice inviting Tender.

CALCULATION OF LOCAL CONTENT-GOODS

| Name of Manufacturer | | Calculation by manufacturer Cost per one unit of product | | | |
|----------------------|-----------------------------|---|--------------------------------------|------------------------------------|----------------------------------|
| Cost component | | Cost (Domestic component) a | Cost (imported component) b | Cost Total Rs/US\$ c= a+b | %Domestic Component d= a/c |
| I. | Direct material cost | | | | |
| II. | Direct labour cost | | | | |
| III. | Factory overhead | | | | |
| IV. | Total production cost | | | | |

Note:

$$\% \text{ LC Goods} = \frac{\text{Total cost (IV.c)} - \text{Total imported component cost (IV.b)}}{\text{Total cost (IV.c)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total domestic component cost (IV.a)}}{\text{Total cost (IV.c)}} \times 100$$

CALCULATION OF LOCAL CONTENT- SERVICE

| NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE | | | Cost Summary | | | | |
|---|---------------------------------|------------|--------------|---------------------|-------|-------|---------|
| | | | Domestic | Imported Rs/US\$ | Total | LC | |
| | | | | | | % | Rs/US\$ |
| | | | b | c | d | e=b/d | f=dxe |
| A | Cost component | | | | | | |
| | I. Material used cost | Rs US\$ | | | | | |
| | II. Personnel & Consultant cost | Rs US\$ | | | | | |
| | III. Other services cost | Rs US\$ | | | | | |
| | IV. Total cost(I to IV) | Rs US\$ | | | | | |
| B | Taxes and Duties | Rs US\$ | | | | | |
| C | Total quoted price | Rs US\$ | | | | | |

Note:

$$\% \text{ LC Service} = \frac{\text{Total cost (A. IV. d)} - \text{Total imported component cost (A. IV. c)}}{\text{Total cost (A. IV. d)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A. IV. b)}}{\text{Total cost (A. IV. d)}} \times 100$$

CALCULATION OF LOCAL CONTENT – EPC (GOODS AND SERVICE)

| A. | COST COMPONENT (Rs/US\$) | Cost Summary | | | | |
|-----|------------------------------------|--------------|---------------------|-------|-------|---------|
| | | Domestic | Imported Rs/US\$ | Total | LC | |
| | | | | | % | Rs/US\$ |
| | | b | c | d | e=b/d | f=d x e |
| I | GOODS | | | | | |
| 1. | Material used cost | | | | | |
| 2. | Equipment cost | | | | | |
| 3. | Sub Total I | | | | | |
| II | SERVICES | | | | | |
| 1. | Personnel & Consultant Cost | | | | | |
| 2. | Equipment & Work Facility Cost | | | | | |
| 3. | Construction/Fabrication Cost | | | | | |
| 4. | Other Services Cost etc | | | | | |
| 5. | Sub Total II | | | | | |
| III | TOTAL COST GOODS + SERVICES | | | | | |
| B. | Non Cost Component | | | | | |
| C. | TOTAL QUOTED PRICE | | | | | |

Note:

$$\% \text{ LC Combination} = \frac{\text{Total domestic component cost of goods (A.I.3.b)+}}{\text{Total Cost (A.III.d)}} \times 100$$

$$\frac{\text{Total domestic component cost of service (A.II.5.b)}}{\text{Total Cost (A.III.d)}} \times 100$$

**PROCEDURE FOR AWARD AND SOME EXAMPLES OF TYPICAL
PROCUREMENT SCENARIOS**

1. Procedure for award of contacts under this policy shall be as follows:

1.1. Goods:

1.1.1. For oil and gas sector goods proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid meets prescribed LC as per Enclosure-I, the said bidder will be awarded full value of the order.

1.1.2. If L1 bid does not meet prescribed LC as per Enclosure-I, the value of the order awarded to L1 bidder will be the balance of procurement value after reserving specified percentage (50%) of the total value of the order for the eligible LC manufacturer. Thereafter, the lowest bidder among the eligible LC manufacturer, whether L2, L3, L4 or higher, will be invited to match the L1 bid in order to secure the procurement value of the order earmarked for the eligible LC manufacturer. In case first eligible LC manufacturer fails to match L1 bid, the next eligible LC manufacturer will be invited to match L1 bid and so on. However, the procuring company may choose to divide the order amongst more than one successful bidder as long as all such bidders match L1 and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the tender document itself.

1.1.3. In case all eligible LC manufacturers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value.

1.1.4. Only those LC manufacturers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

1.1.5. Example 1 - Procurement of 50,000 MT Casing Pipes

It is intended to procure 50,000 MT casing pipes. The bid documents should specifically provide preference to LC manufacturers of casing pipes (having local content more than the prescribed level as per **Table 1**) in terms of 50% of procurement value subject to matching of L1 price and on satisfying technical specifications of the tender. Suppose there are five bids. Consider LC as the manufacturer meeting local content requirement (and within 10% of the L1 bidder) as per **Table 1** (Attachment 1) and NLC as the manufacturer not meeting local content requirement.

Case 1: After opening of commercial bids, position is like L1: LC1, L2: NLC1, L3: NLC2, L4: NLC3 and L5: LC2, then work will be awarded to LC1 vendor.

Case 2A: After opening of commercial bids, position is like L1: NLC1, L2: NLC2, L3: NLC3, L4: LC1 and L5: LC2. NLC1 qualifies as L1, and LC1 is L4. Then LC1 shall have the option of providing 50% of the procurement value at L1 prices. NLC1 will get remaining 50% of the procurement value.

Case 2B: If LC1 refuses to undertake the tendered work at L1 prices, LC2 should be considered to supply at L1 prices.

Case 3: After opening of commercial bids, position is like L1: NLC1, L2: NLC2, L3: NLC3, L4: NLC4 and L5: NLC5. In this case, no vendor with prescribed local content is available, hence the full order will be awarded to NLC1.

1.2. Services/ EPC contracts:

- 1.2.1. For oil and gas services/ EPC contracts proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid meets prescribed LC as per **Enclosure- I**, the said bidder will be awarded full value of the order.
- 1.2.2. If L1 bid does not meet prescribed LC as per **Enclosure- I**, the lowest bidder among the eligible LC service provider, whether L2, L3, L4 or higher, will be invited to match the L1 bid. In case first eligible LC service provider fails to match L1 bid, the next eligible LC service

provider will be invited to match L1 bid and so on. The entire contract would be awarded to the lowest eligible service provider, subject to matching L1 bid.

1.2.3. In case all eligible LC service providers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value.

1.2.4 Only those LC service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

1.2.5 Example 2:

If for a tender where minimum specified LC is 15%, four bidders have been shortlisted for price bid opening and the status of the bidders is as below:

| Sl. No | Bidder | Price quoted in Million USD | % of LC quoted |
|--------|--------|-----------------------------|----------------|
| 1 | L1 | 200 | 10 |
| 2 | L2 | 206 | 16 |
| 3 | L3 | 210 | 16 |
| 4 | L4 | 215 | 19 |

In the above case, L1 bidder has quoted lower than the minimum specified LC. L2, L3 and L4 bidders are achieving/exceeding the minimum LC as per Tender and are within 10% of quoted price of L1 bidder. Hence entire quantity shall be awarded to bidder, to L2 (or if L2 refuses, then L3, L4 in that order). Subject to matching L1 price.

**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. B - Financial Criteria of the BRC/BEC – under note no. c of the
tender**

I the authorized signatory(s) of
..... (Company or firm name with address) do hereby solemnly affirm
and declare 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 are 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.

FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE PARENT/SUPPORTING COMPANY

To

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

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

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

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

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

This guarantee is valid until the _____ day of _____.

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

B. Issuing Bank:

Tender No. CDG5077P21

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

C. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. CDG5077P21 to 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.

PROFORMA - R

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. CDG5077P21**

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.

| S1 | Description | Bidder's Confirmation |
|-----------|--|------------------------------|
| 1. | Bidding structure | |
| 2 | Bidder's name and address: | |
| 3. | It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender. | |
| 4. | Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender | |
| 5. | Indicate SAC Code Indicate rate of GST applicable. | SAC Code: GST% |
| 6. | EMD Details: EMD No., Issuing bank, amount with currency and Validity | |
| 7. | Confirm to Submit PBG as per Tender requirement | |
| 8. | Confirm that the offer shall remain valid for acceptance up to 90 (ninety) 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-mail) of person signing the bid. | Name: Contact No.: Fax: Email: |
| 17. | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder. | |
| 18. | Please indicate the following: (i) PAN No. (ii) GST Regn. No. | |

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

Format for Line of Credit from Scheduled Commercial Bank

Confirmation from the bank for the availability of unutilized line of credit

We (Name of bank) having our registered office at
..... hereby confirm the company M/s (Bidder/Parent Company) having
registered office at is having account with our bank. Presently the credit
limits of the company are as under:

| Item | INR/Currency |
|---------------------------|--------------|
| Sanctioned Line of Credit | |
| Utilized Line of Credit | |
| Balance Line of Credit | |

We further confirm that we are Scheduled Commercial Bank having Net Worth
more than INR 100 Crore.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

| YEAR | TURN OVER In INR (Rs.) Crores/ US \$ Million) | NET WORTH In INR (Rs.) Crores/ US \$ Million) |
|-------------|---|--|
| | | |
| | | |
| | | |

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

Place:

Date:

Seal: Membership
Signature

ANNEXURE-4 TO BEC**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 (AUTHORIZED SIGNATORY HAVING POWER OF ATTORNEY) | | | | | |

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

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/ 100% SUBSIDIARY COMPANY (As the case may be)

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

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

WHEREAS

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

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

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

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

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

For and on behalf of
(Bidder)

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

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE

(Delete whichever not applicable)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE

AND NOTORISED)

DEED OF GUARANTEE

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

WHEREAS

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

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

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

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

1. The Guarantor (Parent Company/**100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of

time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

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

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

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____
Signature _____
Full Name _____
Address _____

Signature _____

Name _____

Designation _____

Common seal of the
Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE
GUARANTEE TOWARDS FINANCIAL STANDING

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **Rs. 4.24 crore** (or equivalent **USD 5,76,000**) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
 - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
 - (b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will,

however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

- (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
- (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
- (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Bidder)

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

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

[On company's Letter Head]

To,

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

Dear Sir,

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

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

Signature
(Name & Designation of Authorized person)

PROFORMA FOR BIODATA OF KEY PERSONNEL

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

AFFIX
PASSPORT SIZE
PHOTOGRAPH

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

PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL

I _____ S/o _____ having permanent residence at _____ Dist.
_____ am working with M/s _____ as their employee. Now, I have been
transferred by M/s _____
for carrying out the contract job under Contract No _____

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

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

Signature

Place: Date:

Witness:

2. NAME:
DESIGNATION:
DATE:

3. NAME: DESIGNATION DATE:

Proforma for entering into Framework Agreement for a period of 02 (Two) years from the commencement of the contract awarded against Tender No. CDG5077P21.

(on the official pad of the bidder to be executed by the authorized signatory of the bidder)

Consent for entering into Framework Agreement:

Reference Bid Evaluation Criteria Clause No. I.0 on Framework Agreement, we confirm our acceptance to enter into a framework agreement for period of 02 (Two) years with Oil India Limited for **“Hiring of the services of hydro-fracturing in 10 (ten) nos. of wells located in oil fields of Assam including supply of chemicals and consumables for a period of 01 (one) year 06 (six) months and with provision for Framework Agreement”**.

Place:

Date:
signatory

Signature of the authorized

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-
CONTRACTING**

(REF. CLAUSE NO. 8.6 OF THE FORWARDING LETTER)

We, M/s _____, have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-II

**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 8.1 OF THE
FORWARDING LETTER**

We, M/s _____ , have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

--End of tender--

| SCHEDULE OF RATES | | | | | | | | |
|---------------------|--|---------|--|-----------------|---------------------|--|--|------------------------------|
| TENDER NO: | | | CDG5077P21 | | | | Name of the Bidder | |
| TENDER DESCRIPTION: | | | Hiring the Services of Hydro-fracturing in 10 (Ten) nos. of wells located in oil fields of Assam including Supply of Chemicals and Consumables for a period of 01 (one) year 06 (six) months with a provision for Framework Agreement. | | | | Currency of Quote | |
| Sl. No | Description of Job/ Item | Unit | Quantity | Rate (Per Unit) | Amount (Rate x Qty) | SAC/HSN Code | QUOTED GST RATE IN Percentage | TOTAL (A) including GST rate |
| | | | | | | | Select From Drop Down List | |
| | | | A | B | C= A x B | | D | E= C + (%age of D on C) |
| | | | | | | | | |
| 1 | Study of wells for Hydro-fracturing well selection and submission of Report | LSM | 1 | | 0.00 | | Quote the GST Rate in the above field. In case of taxes as extra and donot want to specify the rates. Please mention GST as Extra in this field. In that event offer will be loaded with the maximum value towards taxes received against the tender for comparison purposes | 0.00 |
| 2 | First phase mobilization charge for 05 wells | LSM | 1 | | 0.00 | | | 0.00 |
| 3 | Second phase mobilization (consumbles only) | LSM | 1 | | 0.00 | | | 0.00 |
| 4 | Demobilization charge | LSM | 1 | | 0.00 | | | 0.00 |
| 5 | Rental charge of equipments for both phases | DAYS | 244 | | 0.00 | | | 0.00 |
| 6 | Operating day rate charge for equipments for 10 wells | DAYS | 40 | | 0.00 | | | 0.00 |
| 7 | Operating day rate charge for manpower for 10 wells | DAYS | 40 | | 0.00 | | | 0.00 |
| 8 | Standby day rate charge for manpower | DAYS | 40 | | 0.00 | | | 0.00 |
| 9 | Inter location movement charge | LSM | 8 | | 0.00 | | | 0.00 |
| 10 | Interim De-Mobilization of Equipment and Manpower | LSM | 2 | | 0.00 | | | 0.00 |
| 11 | Interim Re-Mobilization of Equipment and Manpower | LSM | 2 | | 0.00 | | | 0.00 |
| 12 | Supervision, installation of the packer along with its retrieval if required | Per Job | 10 | | 0.00 | | | 0.00 |
| | TOTAL(T) Cost for all Services (Excluding GST) | | | | 0.00 | TOTAL(T) Cost for all Services (including GST) | | 0.00 |

| | Description of Job/ Item | Total Well Site Cost (excl of GST) | SAC/HSN Code | QUOTED GST RATE IN Percentage | Total Well Site Cost including GST rate |
|--------------|--|---------------------------------------|--------------|---|--|
| | | | | Select From Drop Down List | |
| | | | | | |
| i. | Cost of Supply items as per Proforma B1 (Imported) (T1) | 0.00 | | | 0.00 |
| ii. | Cost of Supply items as per Proforma B2 (Indigeneous) (T2) | 0.00 | | | 0.00 |
| | TOTAL(T) Cost for all the Supply Items at site (Excluding GST) | 0.00 | | TOTAL(T) Cost for all the Supply Items at site (including GST) | 0.00 |
| | ESTD. TOTAL CONTRACT COST OF CONTRACT (EXCL GST) | 0.00 | | ESTD. TOTAL CONTRACT COST OF CONTRACT (INCL GST) | 0.00 |
| NOTES | | | | | |
| 1 | Bidder should quote both PROFORMA B1 IMPORT and PROFORMA B1 INDIGENEOUS and fill up the total cost of supply items in PROFORMA B above. | | | | |
| 2 | Bidder to categorically mention the currency of the quote. | | | | |
| 3 | Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format. | | | | |
| 4 | Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and Cess on GST , if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid. | | | | |
| 5 | Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR. | | | | |
| 6 | Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including GST (CGST & SGST/UTGST or IGST). | | | | |
| 7 | OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document. | | | | |
| 8 | Price Bid without giving any of the details of the taxes [GST] (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract/order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder. | | | | |
| 9 | 0 (Zero) % Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the Purpose of evaluation. | | | | |

| PROFORMA B1_INDIGENEOUS | | | | | | | |
|---|---|----------|----------|----------|-----------------------|--|----------------|
| COST OF SUPPLY ITEMS ON WELL SITE (INDIGENEOUS) | | | | | | | |
| Sl. No | Description of Job/ Item | Unit | Quantity | HSN Code | Unit Ex - Works Price | Well Site Rate (considering customs clearance, inland transportation to site, insurance and all other taxes and duties) | Well Site Cost |
| 1 | Supply of packer and accessories | PER WELL | 10 | | | | 0.00 |
| 2 | Cost of high strength proppant | PER WELL | 10 | | | | 0.00 |
| 3 | Cost of other fracturing chemicals | PER WELL | 10 | | | | 0.00 |
| | TOTAL WELL SITE COST (T2) (Excluding GST) | | | | | | 0.00 |

| PROFORMA B1_IMPORTED | | | | | | | |
|--|---|----------|----------|----------|---------------------------------|--|----------------|
| COST OF SUPPLY ITEMS ON WELL SITE (IMPORTED) | | | | | | | |
| Sl. No | Description of Job/ Item | Unit | Quantity | HSN Code | C.I.F Rate (for Port of Import) | Well Site Rate (considering customs clearance, inland transportation to site, insurance and all other taxes and duties) | Well Site Cost |
| 1 | Supply of packer and accessories | PER WELL | 10 | | | | 0.00 |
| 2 | Cost of high strength proppant | PER WELL | 10 | | | | 0.00 |
| 3 | Cost of other fracturing chemicals | PER WELL | 10 | | | | 0.00 |
| | TOTAL WELL SITE COST (T1) (Excluding GST) | | | | | | 0.00 |